

LEASE

ONE MONUMENT SQUARE, PORTLAND, MAINE 04101

Premises: Approximately 25,340 rentable square feet comprising the entire rentable area of the ninth (9th) and tenth (10th) floors of the Building

Tenant: Bank of America, National Association

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LEASE
ONE MONUMENT SQUARE

This Lease, by and between Landlord and the Tenant (as defined below), relates to the space in the building (the "Building") known as One Monument Square, Portland, Maine. The term "Lot" shall mean the parcel of land on which the Building is located; and the term "Property" shall mean the Lot and all improvements thereon from time to time, including the Building.

The parties to this Lease hereby agree with each other as follows:

1. BASIC LEASE PROVISIONS

1.1 INTRODUCTION.

As further supplemented in the balance of this instrument and its Exhibits, the following sets forth the basic terms of this Lease and, where appropriate, constitutes definitions of certain terms used in this Lease.

1.2 BASIC DATA AND DEFINITIONS.

Lease Date: March 03, 2015.
Landlord: CONGRESS FEDERAL REALTY, LLC, a Massachusetts limited liability company, as Trustee of CONGRESS FEDERAL TRUST
Present Mailing Address of Landlord: c/o FINARD PROPERTIES LLC
One Monument Square
Portland, Maine 04101
and
FINARD PROPERTIES LLC
419 Boylston Street, Suite 300
Boston, Massachusetts 02116
Tenant: BANK OF AMERICA, NATIONAL ASSOCIATION
Present Mailing Address of Tenant: Bank of America, National Association
Mail Code: NC2-150-03-06
13850 Ballantyne Corporate Place
Charlotte, NC 28277
Attention : Lease Administration (Property ID : ME9-001)
With a copy to:
Bank of America, National Association
Mail Code: AZ3-162-01-01
Ocotillo Banking Center 3075
S. Alma School Road
Chandler, AZ 85248
Attention: Transaction Specialist
Interim Term: The period commencing on the date of this Lease and expiring the day before the Rent Commencement Date.
Term or original Term: The Interim Term plus ten (10) years (plus the partial month, if any, immediately following the Rent Commencement Date).
Scheduled Delivery Date: March 16, 2015.

Fixed Rent:	Lease Year	PSF	Annual Fixed Rent	Monthly Installment
	1	\$20.00	\$506,800.00	\$42,233.33
	2	\$20.60	\$522,004.00	\$43,500.33
	3	\$21.22	\$537,714.80	\$44,809.57
	4	\$21.85	\$553,679.00	\$46,139.92
	5	\$22.51	\$570,403.40	\$47,533.62
	6	\$23.19	\$587,634.60	\$48,969.55
	7	\$23.88	\$605,119.20	\$50,426.60
	8	\$24.60	\$623,364.00	\$51,947.00
	9	\$25.34	\$642,115.60	\$53,509.63
	10	\$26.10	\$661,374.00	\$55,114.50

Option Periods: Three (3) consecutive extension periods of five (5) years each.

Premises: The portions of the Building consisting of all of the rentable area located on floors nine (9) and ten (10), all as shown as outlined on **Exhibit A-1** attached hereto.

Rentable Floor Area of the Premises: Approximately 25,340 rentable square feet.

Rentable Floor Area of the Building: Approximately 124,660 rentable square feet.

Permitted Use: General and executive offices and the operation of Tenant’s business as a “Financial Services Institution” which, for purposes herein, shall mean any entity which performs one or more of the following activities: (a) operation of a commercial bank, savings bank, savings and loan association, credit union, a mutual or thrift association or any other institution that accepts deposits of money; (b) operation of a stock brokerage firm; (c) operation of a mortgage brokerage; (d) operation of a finance company, mortgage company or any other institution that lends money; (e) investment banking; (f) insurance brokerage; and (g) provision of any other financial services or sale of any products Tenant is permitted to offer by law; subject to Section 4.1 below.

Brokers: CBRE/The Boulos Company (Tenant) and Paragon Commercial Real Estate (Landlord).

Tax Base: The Taxes for Tax Year 2015 (the fiscal year ending June 30, 2015), as provided in Section 8.1.

Base Operating Expenses: The Operating Expenses for Operating Year 2015 (currently the calendar year ending December 31, 2015), as provided in Section 8.2.

2. DEMISING OF PREMISES, TERM, OPTIONS

2.1 DEMISE OF PREMISES.

2.1.1 Landlord hereby demises and leases to Tenant, and Tenant hereby accepts from Landlord, the Premises, subject to the terms and conditions of this Lease.

2.1.2 For the purposes of this Lease, it is agreed that the Rentable Floor Area of the Premises shall be as stated in Section 1.2 above, and the Rentable Floor Area of the Building shall be as stated in Section 1.2 above.

2.1.3 As of the date hereof, the Rentable Floor Area of the Premises and the Building are conclusively deemed to be as set forth in Section 1.2 for the purposes of this Lease except as expressly set forth herein.

2.2 APPURTENANT RIGHTS AND RESERVATIONS.

2.2.1 Tenant shall have, as appurtenant to the Premises, the nonexclusive right to use and to permit its invitees to use in common with others, public or common lobbies, hallways, stairways, passenger elevators and sanitary facilities in the Building necessary or appropriate for Tenant's use and occupancy of the Premises. Such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable written notice, and shall be subject to the right of Landlord to reasonably designate and change from time to time areas and facilities to be so used.

2.2.2 Excepted and excluded from the Premises are the roof (subject to Section 4.5 below) and all perimeter walls of the Premises, except the inner surfaces thereof, but the entry doors to the Premises are not excluded from the Premises and are a part thereof for all purposes; and Tenant agrees that Landlord shall have the right to place in the Premises (but in such manner as to reduce to a minimum interference with Tenant's use of the Premises) utility lines, pipes and the like to serve premises other than the Premises, and to replace and maintain and repair such utility lines, pipes and the like in, over and upon the Premises; provided that, to the extent practicable (i) the same are concealed behind walls, above hung ceilings or otherwise kept out of sight within the Premises, and (ii) there shall be not more than a de minimis reduction in the layout or usable area of the Premises. Landlord shall provide Tenant reasonable access to and the non-exclusive right to use to the Building's feeders, risers, chases, distribution ways and the like within the Building and the area above the dropped ceiling in, and within the walls of, the Premises in connection with Tenant's use and occupancy of the Premises, subject to Section 4.2 below.

2.2.3 During the hours of 8:00 A.M. to 6:00 P.M., Monday through Friday and 8:00 A.M. to 12:00 P.M. on Saturdays, legal holidays (both federal and state) in all cases excepted ("Normal Building Operating Hours"), the Building shall be open and access to the Premises shall be freely available, subject to interruption due to causes beyond Landlord's reasonable control. During periods other than Normal Building Operating Hours, Landlord shall provide means of access to the Premises such that Tenant shall have access to the Building (and Premises) on a 24 hour per day, 7 day per week basis, subject to commercially reasonable security restrictions on such access, such as card access systems, and Force Majeure Events (as defined below). Access to the Premises during Normal Building Operating Hours and at other times shall always be subject to reasonable rules and regulations therefor from time to time established by Landlord by suitable written notice. Tenant acknowledges that, in all events, Tenant is responsible for providing security to the Premises and its own personnel, and Tenant shall indemnify, defend with counsel of Tenant's selection as reasonably approved by Landlord (it being agreed that counsel selected by Tenant's insurer shall be deemed approved), and save Landlord harmless from any claim for injury to person or damage to property asserted by any personnel, employee, guest, invitee or agent of Tenant which is suffered or occurs in or about the Premises or in or about the Building by reason of the act of any intruder or any other person in or about the Premises or the Building, except to the extent same is caused by negligence or willful misconduct of Landlord or its agents or employees.

2.3 TERM.

2.3.1 Subject to the conditions herein stated, Tenant shall hold the Premises for the Term (as defined in Section 1.2) commencing on the Delivery Date (as defined in Section 6.1.4 below) and expiring at midnight of the last day of the Term, unless sooner terminated as provided herein. Landlord

agrees to keep Tenant reasonably apprised of the estimated Delivery Date and to respond to Tenant's inquiries, from time to time, regarding the status and timing of the Base Building Work.

2.3.2 The term "Rent Commencement Date" shall mean the earlier of (a) the three hundredth (300th) day following the Delivery Date, or (b) the date Tenant commences business operations in the Premises.

2.3.3 Landlord and Tenant agree to execute a supplemental agreement confirming the actual Delivery Date, Rent Commencement Date and expiration date of the Term, once same are determined, but in no event shall the good faith failure by either party to execute such agreement affect the dates as so determined.

2.4 OPTION TO EXTEND THE TERM.

Tenant shall have the option to extend the Term of this Lease for the additional consecutive Option Periods set forth in Section 1.2, provided that: (a) Tenant is not in default (beyond any applicable grace period) under any of the terms and conditions of this Lease at the time it elects to extend the Term; and (b) Tenant has given Landlord written notice of its election to extend the Term not later than twelve (12) months prior to the expiration date of the original Term of this Lease or then current Option Period. In the event that Tenant shall extend the Term as aforesaid, each such Option Period shall be upon the same terms and conditions as set forth herein except that: the exercised Option Period shall be of no further force or effect; the Premises shall be in as-is condition and Landlord shall have no obligation to perform any further tenant improvements or alter, decorate, refurbish or prepare the Premises or Building or to provide an allowance or credit therefor or to provide any other inducement other than Landlord's ongoing obligations of maintenance, repair and restoration; and the annual Fixed Rent payable hereunder shall be adjusted in accordance with the provisions of Section 3.2 below. Should Tenant so extend the Term of this Lease, the term "Term" as used herein shall mean the original Term together with the applicable Option Period. If Tenant fails to timely exercise its rights hereunder as aforesaid, Tenant shall be deemed to have conclusively waived its right to do so and the applicable Option Period (and any subsequent Option Period(s)) shall be void and of no further force or effect and Tenant, following such failure (or waiver) and within seven (7) business days of Landlord's request therefor, shall execute and deliver to Landlord a certification, in recordable form, confirming the Tenant's failure to exercise (or waiver of) such right, and Tenant's failure to so execute and deliver such certification shall (without limiting Landlord's remedies on account thereof) entitle Landlord to execute and deliver to any third party, and record, an affidavit confirming the waiver, which affidavit shall be binding on Tenant and may be conclusively relied on by third parties.

2.5 RIGHT OF FIRST OFFER ON CERTAIN EXPANSION SPACE.

2.5.1 Throughout the Term, provided Tenant is not in default beyond any applicable notice or grace period under any of the terms and conditions of this Lease at the time it elects to exercise its rights hereunder, Tenant shall have the continuing right of first offer to lease any space shown on **Exhibit A-2** attached hereto (the "Available Space") that becomes Available for Occupancy (as defined below) subject to and in accordance with the terms and conditions set forth in this Section 2.5. If at any time from and after the Delivery Date and during the Term of this Lease there shall be any Available Space, Landlord shall notify Tenant thereof in writing ("Landlord's Available Space Notice"), which notice shall include the anticipated date upon which such Available Space shall be Available for Occupancy by Tenant, along with a floor plan showing the approximate rentable square footage thereof and Landlord's designation of the fixed rent and additional rent thereof and any other applicable economic terms impacting the determination of fixed rent and additional rent thereof, such as the proposed term of the lease, free rent,

moving expenses, allowances or other inducement payments, anticipated cost of any leasehold improvement to be performed by Landlord at its expense, or provided as an allowance or incorporated into the fixed rent and additional rent thereof and the method by which Tenant's share of Operating Expenses and Taxes are to be calculated. Landlord shall use commercially reasonable efforts to provide the Available Space Notice as soon as reasonably practical, but in no event less than sixty (60) days prior to the date on which said Available Space will be Available for Occupancy. Tenant shall have the right to lease all such Available Space (but not less than all such Available Space). Tenant acknowledges that the eighth (8th) floor portion of the Available Space is available as of the date of this Lease and that no Landlord's Available Space Notice is required in connection therewith unless and until the space is leased to a third party and subsequently becomes Available for Occupancy.

2.5.2 Tenant shall exercise its rights hereunder to lease any Available Space, if at all, only by giving written notice to Landlord (the "Acceptance Notice") within thirty (30) days following Tenant's receipt of Landlord's Available Space Notice indicating Tenant's unambiguous intent to accept the Available Space pursuant to the terms and conditions contained therein by written notice to Landlord. If Tenant so elects to lease the Available Space as provided herein, such Available Space shall be leased upon the same terms and conditions contained in this Lease, except that the Fixed Rent and the other terms shall be as outlined in Landlord's Available Space Notice, and the Available Space shall be and become part of the Premises hereunder upon the delivery of such Available Space to Tenant, and shall be co-terminus with the Lease Term, subject to Section 2.5.5 below. It is understood and agreed that the Available Space shall be leased by Tenant in its then "as is", "where-is" condition, without warranty or representation by Landlord and Landlord shall have no obligation to complete any work to prepare the applicable Available Space for Tenant's use and occupancy unless and to the extent otherwise set forth in Landlord's Available Space Notice. The Available Space shall be delivered free of any occupants and any personal property of any prior occupants and shall be broom clean and in compliance with all applicable Laws and Restrictions of general applicability (without taking into account Tenant's use or specific manner of use or build-out), including those as to the presence, removal and remediation of hazardous materials. Following such election by Tenant, and effective as of the delivery of the applicable Available Space in accordance with this Section 2.5 and for the balance of the Term and any extension thereof: (x) the "Premises", as used in this Lease, shall include the applicable Available Space; (y) the "Rentable Floor Area of the Premises" shall be increased to include the rentable square footage of the applicable Available Space; and (z) the annual Fixed Rent shall equal the sum of the Fixed Rent provided for in this Lease plus the Fixed Rent for the applicable Available Space as determined as set forth herein. To confirm the inclusion of the subject Available Space as set forth above, Landlord shall prepare, and Tenant and Landlord shall promptly execute and deliver, an amendment to this Lease reflecting the foregoing terms and incorporation of any Available Space and otherwise in form and substance reasonably satisfactory to Tenant. For the purposes hereof, space shall be deemed "Available for Occupancy" when any lease or occupancy agreement (including extension periods) is due to expire, has been otherwise terminated, and/or Landlord has elected not to extend the lease of the present tenant and to market and lease same, and any superior options, rights or rights to lease with respect to such Available Space have expired or been waived. Landlord represents and warrants to Tenant that as of the date hereof other than the existing lease for the 1st floor portion of the Available Space, there are not any superior options, rights or rights to lease with respect to such Available Space.

2.5.3 If Tenant fails to deliver the Acceptance Notice within such thirty (30) day period, or if Tenant notifies Landlord that it declines to exercise Tenant's right to the applicable Available Space, (i) Landlord may market the applicable Available Space (or any portion thereof) to any party subject to the terms and conditions of this Section 2.5.3 upon the terms and conditions not Materially Different (as defined below) with the terms set forth in the applicable Landlord's Availability Notice, and (ii) provided that Landlord is not subsequently obligated under Section 2.5.4 to provide Tenant with a revised

Landlord's Available Space Notice, Tenant's right and option to the Available Space subject to Landlord's Available Space Notice shall be deemed waived with respect to that specific Landlord's Available Space Notice; provided, however, that Tenant's rights under this Section 2.5 shall once again apply if such space becomes Available for Occupancy again during the Term of this Lease. If Tenant's rights are deemed to be waived in accordance with this Section 2.5, following such waiver (including compliance with Section 2.5.4, if applicable) and within ten (10) business days of Landlord's request therefor, Tenant shall execute and deliver to Landlord a certification, in recordable form, confirming the waiver of such right, subject to Tenant's rights if the space becomes Available for Occupancy again during the Term of this Lease. Tenant's failure to so execute and deliver such certification shall (without limiting Landlord's remedies on account thereof) entitle Landlord to execute and deliver to any third party, and record, an affidavit confirming the waiver, which affidavit shall be binding on Tenant and may be conclusively relied on by third parties.

2.5.4 Notwithstanding the foregoing, however, Landlord shall provide Tenant with a revised Landlord's Available Space Notice and otherwise comply with the procedures set forth in this Section if Landlord is willing to accept an offer to lease the applicable Available Space on economic terms which are Materially Different than those contained in the original Landlord's Available Space Notice therefor. For the purposes of this Section, "Materially Different" shall mean the total effective rent (as defined below) offered is less than ninety percent (90%) of the total effective rent set forth in the original Landlord's Available Space Notice. For the purposes of this Section, "total effective rent" shall mean the aggregate consideration payable by the tenant, on an annual per rentable square foot basis, under the proposed lease transaction, taking into account (on an amortized basis over the proposed lease term set forth in the Available Space Notice versus the Lease Term, as applicable) any applicable free rent, moving expenses, allowances or other inducement payments offered by Landlord, assumptions or buyouts of the tenant's obligations under other leases to be paid or credited by Landlord, the anticipated cost of any leasehold improvements to be performed by Landlord at its expense, or provided as an allowance or incorporated into the rent, the method by which the tenant's share of Operating Expenses and Taxes are determined and any other relevant factors pursuant to such proposed lease. If Landlord enters into a lease or occupancy agreement with respect to the Available Space, Tenant's rights under and subject to this Section 2.5 shall apply if such Available Space becomes Available for Occupancy again during the Term of this Lease.

2.5.5 Tenant's rights under this Section 2.5 may be exercised only if there are at least three (3) full Lease Years remaining in the Term at the time any applicable Available Space is delivered to Tenant, which may include, if exercised, any Option Period duly and timely exercised by Tenant hereunder; provided, however, that if there are less than three (3) Lease Years remaining in the Term at a time when any space in the Building becomes Available for Occupancy, as described above, and if Tenant has the right to elect to extend the Term as provided herein, Tenant may exercise its rights under this Section 2.5 so long as it also exercises its right to extend the Term during the thirty (30)-day period referenced in Section 2.5.2, and provided, further, that if there are less than five (5) Lease Years remaining in the Term at a time when any space in the Building becomes Available for Occupancy Tenant's exercise of its rights hereunder with respect to any such Available Space shall be deemed a waiver of its contraction option to terminate the Lease as to the Contraction Premises (all as set forth in Section 2.6 below).

2.6 CONTRACTION OPTION.

Tenant shall have the one-time right to irrevocably terminate this Lease solely as it relates the ninth (9th) floor (or a portion thereof as provided below) of the Premises (as determined herein, the "Contraction Premises") effective as of the last day of the seventh (7th) Lease Year (the "Contraction Date") subject to the terms and conditions hereof, subject to Section 2.5.5 above. In the event Tenant elects to terminate

this Lease with respect to less than all of the 9th floor such Contraction Premises shall be reasonably acceptable to Landlord and, by way of example and not limitation, shall be, in Landlord's good faith determination, in a tenantable layout with, by way of example and not limitation, exterior wall space and reasonable access to all of the common areas and common facilities and ingress and egress located on the ninth (9th) floor on which it is located and Tenant as part of its requirements hereunder shall pay for all of the direct costs of the installation thereof in accordance with Building standard materials, finishes and design and in accordance with all applicable Laws and Restrictions and access and design requirements. In the event Tenant exercises its rights as required hereunder, the Contraction Premises shall be delivered to Landlord on the Contraction Date in good order and condition and in the manner provided in this Lease at the end of the Term and thereafter, to the extent necessary in Landlord's reasonable judgment, Landlord, at Tenant's sole cost and expense, may have access to and may make modification to the remaining Premises (or portion thereof) so as to make the Contraction Premises a self-contained rental unit using Building standard finishes, materials and design and in accordance with all applicable Laws and Restrictions and access and design requirements, and with access to common areas and common facilities. Fixed Rent and the rentable area of the Premises and all other factors on which the rentable area of the Premises is based shall be adjusted according to the extent of the Premises for which the Lease is terminated, taking into account any lost rentable area as aforesaid based upon the loss factors as calculated under the BOMA Standard. Tenant shall exercise its rights hereunder, if at all, by (a) providing written notice of such termination to Landlord (along with a floor plan clearly identifying the proposed Contraction Premises and the proposed approximate rentable square footage thereof) at least twelve (12) months prior to the Contraction Date (the "Contraction Notice"); (b) paying Landlord with such Contraction Notice the Termination Payment (as defined below). As used herein, "Termination Payment" shall mean an amount equal to (x) a portion (which portion shall be based on the ratio of the rentable area of the Contraction Premises to the rentable area of the entire Premises) of the unamortized balance of the Leasing Costs (hereinafter defined) as of the Contraction Date, (y) plus an amount equal to nine (9) multiplied by the sum of the monthly installment of Fixed Rent due at the rate specified under the Lease for the full calendar month immediately preceding the Contraction Date applicable to the Contraction Premises. The term "Leasing Costs" shall mean the sum of the total cost of the total brokerage commission payable by Landlord and all other documented fees and costs incurred by Landlord in connection with the Lease transaction (including, without limitation, actual attorneys' fees and costs but excluding any rent abated or waived during any free rent period). At any time prior to the delivery of the Contraction Notice, Tenant may request from Landlord, and Landlord shall, within thirty (30) days after such request, provide to Tenant Landlord's estimate of the Leasing Costs; it being understood and agreed that Tenant's request for such estimate shall not constitute a Contraction Notice nor in any way bind Tenant to thereafter provide a Contraction Notice. Landlord and Tenant acknowledge and agree that the Termination Payment shall be recalculated as and to the extent the actual rentable area of the Contraction Premises is different from Tenant's initial proposed Contraction Premises designated in the Contraction Notice. Landlord and Tenant acknowledge that the Termination Payment is not a penalty, but is a reasonable estimate of the damages to be suffered by Landlord as a consequence of Tenant's exercise of the Contraction Option. Tenant hereby acknowledges and agrees that Tenant shall not be entitled to any rebate or return of any portion of the Termination Payment as a consequence of the actual costs incurred by Landlord in re-letting the Contraction Premises being less than the Termination Payment. Tenant's failure to pay the Termination Fee as required herein shall permit Landlord, at Landlord's sole option, to void the Contraction Notice by written notice to Tenant. The Tenant's Contraction Notice shall, at Landlord's option, be deemed automatically void, if Tenant is in default under this Lease beyond any applicable notice or grace period at the time Landlord receives the Contraction Notice. No subtenant of Tenant shall have any right to exercise Tenant's right under this Section 2.6.

3. RENT

3.1 FIXED RENT.

3.1.1 Commencing on the Rent Commencement Date, Tenant agrees to pay to Landlord, without offset or deduction and without previous demand therefor, annual Fixed Rent during each Lease Year (as defined below) of the Term. The annual Fixed Rent during the original Term shall be as provided in Section 1.2 above.

3.1.2 All such annual Fixed Rent shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month during the Term, commencing on the Rent Commencement Date, to Landlord, or as directed by Landlord, at the Present Mailing Address of Landlord (as set forth in Section 1.2) or at the address from time to time designated by Landlord. Tenant shall pay the first monthly installment of Fixed Rent within thirty (30) days of the Delivery Date. Tenant shall have the option upon not less than thirty (30) days written notice to Landlord to commence paying any of the Fixed Rent or Additional Rent payments due from Tenant hereunder via a mutually satisfactory ACH (Automated Clearing House) process. Landlord agrees to cooperate, at no additional cost, expense or liability to Landlord, with Tenant to complete all necessary forms in order to accomplish such method of payment, within thirty (30) days of Landlord's receipt of such forms. Contemporaneously with the execution and delivery of this Lease, Landlord has executed and delivered to Tenant the vendor forms required by Tenant to initiate payments due hereunder, including a W-9 and ACH form, and Landlord shall reasonably cooperate in executing and delivering such other forms reasonably required by Tenant (at no cost or liability to Landlord) in connection with Tenant's accounts payable protocols.

3.1.3 Fixed Rent for any partial month shall be paid by Tenant on a pro rata basis, and if the Rent Commencement Date occurs on a day other than the first day of a calendar month, the first payment which Tenant shall make shall be a payment equal to a proportionate part of such monthly Fixed Rent for the partial month from such date to the first day of the succeeding calendar month, and the monthly Fixed Rent for such succeeding calendar month.

3.1.4 For the purposes of this Lease, "Lease Year" shall mean each successive 12-month period included in whole or in part in the Term of this Lease after the expiration of the Interim Term; the first Lease Year beginning on the Rent Commencement Date and ending at midnight on the day before the first anniversary of the Rent Commencement Date (provided that if the Rent Commencement Date is not the first day of a calendar month, the first Lease Year shall end at midnight on the last day of the calendar month which includes the first anniversary of the Rent Commencement Date). If the first Lease Year of the Term shall be greater than one full calendar year, the annual Fixed Rent for such Lease Year shall be increased proportionately to the greater length of such Lease Year. Except as otherwise expressly set forth in this Lease, such as Section 6.1.7 below, Tenant shall have no responsibility for the Premises until the Delivery Date.

3.1.5 Notwithstanding the fact that the amounts of Fixed Rent set forth in this Lease were or may have been determined with reference to the floor area of the Premises, said amounts as set forth above are stipulated to be the amounts of Fixed Rent due hereunder, whether or not the actual floor area of the Premises are in fact more or less than the floor area figures used to determine said Fixed Rent.

3.2 FIXED RENT DURING OPTION PERIOD.

3.2.1 During any Option Period of this Lease (if Tenant timely exercises its option to extend the Term hereof in accordance with Section 2.4), the annual Fixed Rent to be paid by Tenant during each

Lease Year of the applicable Option Period shall be determined as of the first day of the Option Period and shall equal to ninety-five percent (95%) of the Fair Market Rental Value.

3.2.2 The “Fair Market Rental Value” shall mean the market rate charged for space of comparable size in comparable office buildings in the downtown Portland market, taking into consideration the location, quality and age of the Building, floor level, and extent of leasehold improvements to be provided for the applicable premises, and including rental abatements, lease takeovers/assumptions, moving expenses and other concessions, term of lease, extent of services to be provided, distinction between “gross” and “net” lease, base year or other amounts allowed for escalation purposes (e.g. expense stop), or any other relevant term or condition. The Fair Market Rental Value shall be determined as follows:

- (a) After the timely exercise by Tenant of its option to extend the Term, Landlord shall advise Tenant in writing of Landlord’s determination of the Fair Market Rental Value at least ninety (90) days prior to the expiration of the original Term or then current Option Period. Tenant shall be deemed to have accepted the rental amount contained in Landlord’s notice and such rental rate shall be conclusively deemed to be the Fair Market Rental Value, unless Tenant notifies Landlord in writing, within thirty (30) days after Landlord’s notice, that Tenant disputes the aforementioned determination by Landlord.
- (b) In the event that Tenant so disputes the determination of the Fair Market Rental Value by Landlord, and the Landlord and Tenant are unable to agree on the Fair Market Rental Value within thirty (30) days, the same shall be determined as follows: Landlord and Tenant each shall, within thirty (30) days thereafter, appoint an independent appraiser who shall be instructed to determine independently the Fair Market Rental Value. The two (2) appraisers shall share their respective determinations of and methodologies for determining Fair Market Rental Value. If such two (2) appraisers cannot agree thereon within ten (10) days, then such two (2) appraisers shall appoint a third appraiser within ten (10) days thereafter, but if such appraisers fail to do so within such ten (10) day period, then either Landlord or Tenant may request the Maine Commercial Association of Realtors (“MCAR”) or any successor organization thereto to appoint an appraiser within ten (10) days of such request, and both Landlord and Tenant shall be bound by any appointment so made within such ten (10) day period. If no such appraiser shall have been appointed within such ten (10) days either Landlord or Tenant may apply to any court having jurisdiction to have such appointment made by such court. Any appraiser appointed by the original appraisers, by the Maine MCAR or any successor organization thereto or by such court shall be instructed to determine the Fair Market Rental Value in accordance with the definition of such term contained herein and within twenty (20) days after its appointment, but in no event shall the third appraiser determine a Fair Market Rental Value higher than Landlord’s appraiser’s determination or lower than Tenant’s appraiser’s determination. Notwithstanding the foregoing, if either party shall fail to appoint its appraiser within the thirty (30) day period specified above (such party being referred to herein as the “failing party”), the other party may serve notice on the failing party requiring the failing party to appoint its appraiser within ten (10) days of the giving of such notice. If the failing party shall not respond by appointment of its appraiser within said ten day period, then the appraiser appointed by the other party shall be the sole appraiser whose determination of the Fair Market Rental Value shall be binding and conclusive upon Tenant and Landlord. Each party shall pay for the fees and expenses of the appraiser appointed by it, but the fees and expenses of the third appraiser shall be shared equally by the parties. All appraisers appointed hereunder shall be licensed

commercial real estate brokers, knowledgeable in the field of commercial real estate and experienced in the City of Portland commercial real estate market. The foregoing determination shall be conclusive, final and binding on the parties and enforceable in any court having jurisdiction over the parties.

- (c) If the parties are unable to agree on the Fair Market Rental Value (or the arbitration procedure set forth above has not concluded) prior to the first day of the applicable Option Period, Tenant shall make monthly payments on account of Fixed Rent (in addition to all additional rent and other payments hereunder) at the rate of Fixed Rent payable immediately prior to the first day of the applicable Option Period, until the Fair Market Rental Value has been finally established as herein provided, at which time an appropriate retroactive Fixed Rent adjustment payment or refund shall be made, if necessary.

3.2.3 During the applicable Option Period, Tenant shall continue to pay all additional rent and other payments as provided in this Lease.

3.3 LATE PAYMENT.

If any Fixed Rent, additional rent or any other payments due hereunder from Tenant are not paid within five (5) business days of the due date thereof, Tenant shall be charged a late fee of \$250.00 for each late payment for each month or portion thereof that said payment remains outstanding. Said late fee shall be payable in addition to and not in exclusion of any other remedies of Landlord on account of such late payments, including without limitation the obligation to pay interest on late payments, as provided in Section 12.3. Notwithstanding the foregoing, no interest or late payment charge shall be assessed during the first two (2) occasions during any twelve (12) consecutive month period that payment is late unless and until Landlord shall give Tenant notice of such late payment and Tenant shall have failed to make such payment within five (5) business days after such notice; it being agreed that no such notice need be given for any subsequent late payment during such twelve (12) month period as a predicate for assessing interest or a late payment charge as long as Landlord shall have sent such notice at least two (2) times during any such twelve (12) month period.

4. **USE OF PREMISES; ALTERATIONS**

4.1 PERMITTED USE.

4.1.1 Tenant agrees that the Premises shall be used and occupied by Tenant only for the Permitted Use, as provided in Section 1.2 of this Lease, and for no other purpose or purposes; provided, however, Tenant shall have the right to change the Permitted Use for all or any portion of the Premises to any lawful office use consistent with a first-class office Building in the downtown Portland area upon reasonable advance notice to Landlord so long as such new office use does not, in Landlord's good faith judgment (a) materially detract from the Building, its value or the costs of ownership thereof, (b) violate any use restriction granted by Landlord in any other lease or would otherwise cause Landlord to be in violation of its obligations under another lease or agreement to which Landlord is a party, or (c) impose a substantial burden on the Building's common facilities or utilities, such as by way of example, HVAC components (e.g., condensers, chillers, fresh air intakes, ducting, etc.), that is materially greater than the burden imposed by Tenant, unless Tenant agrees in writing to pay the cost of any such increased burden such as required upgrades or additional components or ducting.

4.1.2 Tenant further covenants and agrees to conform to the following provisions during the entire Lease Term:

- (a) Tenant shall cause all freight (including furniture, fixtures and equipment used by Tenant in the occupancy of the Premises) to be delivered to or removed from the Building and the Premises in accordance with reasonable rules and regulations established and uniformly enforced by Landlord therefor and Landlord may reasonably require that such deliveries or removals be undertaken during periods other than Normal Building Operating Hours or than peak periods during Normal Building Operating Hours, provided Landlord shall reasonably cooperate with Tenant in connection therewith.
- (b) Tenant shall not place on the exterior of exterior walls (including both interior and exterior surfaces of windows and doors) or on any part of the Building outside the Premises, any sign, symbol, advertisement or the like visible to public view outside of the Premises without Landlord's reasonable consent or except as provided in this subsection (b) or in Section 4.3 below.

Notwithstanding the foregoing, Tenant may, at Tenant's sole expense, locate a sign at the entrance door to the Premises of the type commonly and customarily found in first-class office buildings for the purpose of identifying and locating the Premises, which sign and location shall be subject to the prior reasonable approval of Landlord. Where Landlord establishes reasonable standards for such signs, Tenant agrees to conform to the same and to submit for Landlord's prior approval, such approval not unreasonably to be withheld, a plan or sketch of the sign to be placed on or about such entry door and location thereof, but notwithstanding the foregoing any such sign shall include the name and, at Tenant's election, the logo and in the font then customarily used by Tenant or its permitted occupant for its signage. Without limitation, lettering on windows and window displays are expressly prohibited. Landlord shall also provide Tenant, at Landlord's cost, with a Building three (3) standard listings on the Building's main tenant directory and will reasonably cooperate with Tenant as such directory listings need modification (in a proportional basis in the existing directory). Tenant shall have the right, throughout the Term, subject to applicable governmental approvals and the terms and conditions of this Lease, to make improvements or changes to any existing corporate signage to reflect any revised corporate identification, consistent with that which is to be installed in the majority of Tenant's or its permitted occupants' other office locations.

- (c) Tenant shall not perform any act or any practice which injures the Premises, or any other part of the Building or the Property, or cause any offensive odors or unreasonably loud noise, or constitute a nuisance or a menace to any other tenant or tenants or other persons in the Building, or be detrimental to the reputation or appearance of the Building, and Tenant shall permit no waste with respect to the Premises or the Property.
- (d) Tenant shall conduct Tenant's business in the Premises in such a manner that Tenant's invitees shall not collect, line up or linger in the lobby or corridors of the Building, but shall be entirely accommodated within the Premises.
- (e) Tenant shall comply and shall cause all employees to comply with all rules and regulations from time to time reasonably established by Landlord by suitable written notice, including without limitation the current rules and regulations, a copy of which are attached hereto as **Exhibit B**. Landlord shall not, however, be responsible for the

noncompliance of any such rules and regulations by any other tenant or occupant; provided, however, that Landlord agrees that such rules and regulations shall be uniformly enforced against all tenants of the Building without discrimination.

- (f) Tenant shall, at Tenant's sole expense, promptly comply with all applicable laws, ordinances, rules, regulations, orders, certificates of occupancy, conditional use or other permits, variances, covenants and restrictions of record, the commercially reasonable recommendations of Landlord's engineers (so long as such recommendations are not inconsistent with the provisions of this Lease), and requirements of any fire insurance underwriters, rating bureaus or government agencies, now in effect or which may hereafter come into effect during the Lease Term relating in any manner to the Premises or the occupation and use by Tenant of the Premises ("Laws and Restrictions"). Notwithstanding the foregoing, Tenant shall not be obligated to perform any structural alterations to the Building or Premises to comply with Laws and Restrictions unless the application of such Laws and Restrictions arises from (i) the specific manner and nature of Tenant's (or any person or entity taking by or through Tenant) use or occupancy of the Premises, as distinct from general office use, (ii) Alterations or other improvements made by Tenant, (iii) except as may be otherwise expressly required of Tenant in this Lease; or (iv) a breach by Tenant of any provisions of this Lease.

4.2 ALTERATIONS.

Tenant shall not make any alterations, improvements, additions, utility installations or repairs (hereinafter collectively referred to as "Alterations" or singly as an "Alteration") to the Premises, except in accordance with this Section 4.2 and with the prior written consent of Landlord, which Landlord agrees not unreasonably to withhold, condition or delay as to Specialty Alterations (as defined below) or nonstructural Alterations (nonstructural Alterations being those that do not affect the Building's structure, roof, exterior or mechanical, electrical, plumbing, life safety or other Building systems or exterior architectural design or character of the Building, it being agreed that mere distribution of utility service within the Premises shall not be deemed to "affect" the Building's systems). Without limiting any of the terms hereof, Landlord will not be required to approve any Specialty Alterations, unless Tenant first gives written assurances reasonably acceptable to Landlord that the removal or re-adaptation of any Specialty Alterations required to be removed by Landlord pursuant to the terms of this Lease will be made prior to such termination (without cost, expense or liability to Landlord). As used herein, the term "Specialty Alterations" shall mean interior Alterations which are not standard office installations or which require unusual expense to readapt the Premises to normal office use or are required to be removed by applicable Laws and Restrictions, such as kitchens (but excluding standard office pantries), executive bathrooms, raised flooring (e.g., computer rooms and the like), computer room installations, safe deposit boxes, vaults, libraries, file rooms or other areas requiring reinforcement of floors, internal staircases, slab penetrations (excluding core drilling for wiring to which Landlord shall not unreasonably withhold, condition or delay its consent) or removals, atriums, conveyors, dumbwaiters, inoperable equipment, unused or abandoned cabling and wiring (including all cabling and wiring installed by Tenant or any party taking by or through Tenant) other Alterations of a similar character. All Alterations made by Tenant requiring Landlord's consent hereunder shall be made in accordance with plans and specifications which have been approved in writing by the Landlord (subject to the applicable consent standard set forth herein as to the nature of the Alterations), pursuant to a duly issued permit, and in accordance with all Laws and Restrictions, the provisions of this Lease and in a good and first-class workmanlike manner using new materials of same or better quality as base building standard materials, finishes and colors, free of all liens and encumbrances. All Alterations shall be performed by a contractor or contractors selected by Tenant and reasonably approved in writing by Landlord. Tenant shall pay to Landlord a fee equal to

two percent (2%) of the cost of any such Alterations (such fee not to exceed \$25,000 per Alteration or for the Tenant's Improvements) requiring Landlord's consent to compensate Landlord for the overhead and other costs it incurs in reviewing the plans therefor and in monitoring the construction of the Alterations. If, as a result of any Alterations made by Tenant, Landlord is obligated to comply with the Americans With Disabilities Act or any other Laws and Restrictions and such compliance requires Landlord to make any improvement or Alteration to any portion of the Building, as a condition to Landlord's consent, Landlord shall have the right to require Tenant to pay to Landlord prior to the construction of any Alteration by Tenant, the entire reasonable, out of pocket cost of any improvement or alteration Landlord is obligated to complete by such law or regulation. Tenant agrees to obtain or cause its contractor(s) to obtain, prior to the commencement of any work or Alterations, "builder's all risk" insurance in an amount and with such coverages reasonably approved by Landlord and worker's compensation insurance in the statutorily required amount(s) and evidence of all such insurance shall be furnished to Landlord prior to the performance by such contractor(s) or person(s) of any work in respect of the Premises. Landlord shall have the right to stop any work not being performed in conformance with this Lease, and, at its option, may repair or remove non-conforming work at the expense of Tenant. Tenant hereby indemnifies and holds Landlord harmless from and against any liens, encumbrances and violations of Laws and Restrictions arising from Tenant's Alterations. The filing of any lien or encumbrance, or the uncured violation of Laws and Restrictions, shall constitute a default hereunder, subject to any applicable notice or cure period. The repair and indemnity obligations of Tenant hereunder, including Tenant's obligations to repay Landlord the cost of repairing or removing Alterations to the extent required hereunder, shall survive the termination of this Lease. All Alterations performed by Tenant in the Premises shall remain therein (unless Landlord directs Tenant to remove the same on termination or expiration of this Lease at the time of Landlord's approval thereof or notice thereof, if approval is not required, it being agreed that Landlord shall only be able to direct such removal in the case of Specialty Alterations) and, at termination or expiration, shall be surrendered as a part thereof, except for Tenant's usual trade furniture and equipment, if movable, installed prior to or during the Lease term at Tenant's cost, which trade furniture and equipment Tenant shall remove in their entirety prior to the termination or expiration of this Lease. Tenant agrees to repair (but not redecorate) any and all damage to the Premises (and the Roof) resulting from such removal (including removal of Tenant's Specialty Alterations directed by Landlord as aforesaid) or, if Tenant fails to so remove and repair, to pay Landlord for the cost of any such removal and repairs forthwith after billing therefor. Notwithstanding the foregoing, Landlord's consent shall not be required (but reasonable prior written notice shall be required) and plans or specifications shall be required to be delivered for any painting, carpeting or other decorative work performed by or on behalf of Tenant, or for nonstructural Alterations costing less than \$50,000.00 in each instance that do not affect the structural integrity or exterior of the Building, materially adversely affect the utility or Building service systems and equipment in the Building, require any modification to any existing permits and approvals obtained by Landlord in connection with the Building, or involve penetrations of the roof or structure nor shall Landlord's consent be required for the hanging of pictures and similar minor installations. Tenant shall have the right, subject to compliance with all terms of this Lease (other than obtaining Landlord's consent but including, without limitation, Landlord's right to review and approved the plans and specifications therefor), at any time during the Term to remove the internal staircase between the floors of the Premises and fill in the concrete slab opening therefor (the "Staircase Work"). Notwithstanding anything contained herein to the contrary, in the event that Tenant completes the Staircase Work during the Term, it shall not be obligated to reinstall any internal staircase between the floors of the Premises upon the expiration of this Lease.

4.3 EXTERIOR SIGNAGE.

Subject to the provisions of this Section 4.3, and provided that (a) Tenant is not in default beyond any applicable notice or grace period under any of the terms and conditions of this Lease; and (b) the Tenant

originally named herein (or a transferee pursuant to Section 5.3.3) continues to occupy and operate not less than the entire rentable area of the ninth (9th) and tenth (10th) floors of the Building, the original named Tenant (or a transferee pursuant to Section 5.3.3) shall have the exclusive right, at its sole cost and expense, to install and maintain exterior signage on three (3) sides of the penthouse façade of the Building for the purpose of identifying Tenant (or one (1) of or a combination of Tenant's other nationally-recognized and nationally-advertised brands or affiliates such as US Trust and/or Merrill Lynch) ("Building Signage"). Landlord hereby agrees to provide Tenant with reasonable access to the Roof (as defined below) for the purpose of installing, maintaining, and/or replacing the Building Signage, and for the purposes set forth in Section 4.4 below; provided such access shall be subject to such reasonable rules and regulations, and Landlord supervision, as may be required from time to time. All Building Signage (including size, design, logo, color(s) and degree of illumination, if any, and method of attachment to the Building) shall be subject to the prior approval of Landlord (such approval not to be unreasonably withheld, conditioned or delayed) and installed, maintained and operated in compliance with all applicable Laws and Restrictions. Landlord reserves the right to retain all currently existing Building signage (and any replacements thereof) and grant to its current first (1st) floor retail tenants, including Key Bank and its successors and assigns, and subsequent tenants and occupants, signage rights for signage on the Building; provided, however, that such Building signage shall not be located on the Building at or above the floor level of ninth (9th) floor. If necessary, Landlord shall provide electrical service to the exterior portion of the Building approximately where Tenant's Building Signage is located, with such installation and electrical service to be at Tenant's sole cost and expense. Tenant shall be responsible for obtaining and maintaining all necessary permits and approvals for its Building Signage, along with all costs and expenses incurred by Landlord in connection therewith (including any taxes or assessments thereon and the cost of providing and maintaining electrical service thereto) and Landlord shall reasonably cooperate with Tenant in connection with obtaining such permits and approvals. Tenant shall pay such amounts within thirty (30) days of Landlord's reasonably substantiated written invoice therefor. At the expiration of earlier termination of the Lease, or in the event the original named Tenant (or transferee pursuant to Section 5.3.3) ceases to occupy the entire rentable area of the ninth (9th) and tenth (10th) floors of the Building, except for periods of casualty, restoration or remodeling, Landlord shall have the right from time to time thereafter, at Tenant's sole cost and expense, to remove Tenant's Building Signage and/or reduce the size of Tenant's Building Signage, and repair and restore the Building to the same condition existing prior to such installation, or at Landlord's election, Landlord shall require Tenant to so repair or restore, and Tenant's Building Signage right hereunder shall cease or otherwise be deemed modified in accordance with Landlord's election as aforesaid. In addition, in the event the original named Tenant (or transferee pursuant to Section 5.3.3) ceases to occupy the entire rentable area of the ninth (9th) and tenth (10th) floors of the Building, except for periods of casualty, restoration or remodeling, Landlord reserves the right to grant additional parties exterior signage rights on the Building in which instance Landlord reserves the right to allocate (or re-allocate, reduce or remove Tenant's Building Signage accordingly) exterior signage rights on the Building, including those of Tenant. Tenant acknowledges that Landlord may decide, in its good faith discretion, from time to time, to repair or replace the Roof, penthouse or façade thereof (hereinafter "Roof Repairs"). If Landlord elects to make Roof Repairs, Tenant shall, upon Landlord's request, temporarily remove Tenant's Building Signage so that the Roof Repairs may be completed and the cost of removing and reinstalling Tenant's Building Signage shall be paid by Landlord, at Landlord's sole cost and expense.

4.4 ROOF LICENSE

4.4.1 Tenant shall have the non-exclusive license, at no additional cost, to install, operate and maintain, all in good order and repair, two small satellite dishes (collectively, "Antenna") and/or supplemental HVAC unit(s) ("Tenant's Supplemental HVAC") on a portion or portions of the roof of the Building ("Roof") in compliance with all of the terms and conditions of this Lease, including but not

limited to Section 4.2, and any specifications and rules and regulations relating thereto reasonably promulgated by Landlord in writing from time to time as the same may be reasonably amended by Landlord from time to time (the "Specifications"). Landlord agrees that the types and sizes of Antennas described on **Exhibit F** are hereby approved, subject to Tenant's compliance with the other terms and conditions of this Section 4.4, including but not limited to the location thereof. Tenant acknowledges and agrees that the right granted to Tenant hereunder is a non-exclusive license and is not a lease or an appurtenant right to the Premises and, further, that Tenant's liabilities under this Lease are not contingent or conditioned upon its ability to use the Antenna and Tenant shall continue to be obligated to perform all of its obligations under the Lease if Tenant is unable to use the Antenna. Tenant shall only use the Antenna to transmit and receive data transmissions for Tenant's use in the Premises. No person or entity other than Tenant (or a(n) affiliate, subtenant, partner, employee, client, invitee, successor or assign) shall have the right to use or receive transmissions from the Antenna. Landlord shall use commercially reasonable efforts to accommodate Tenant's Roof-top equipment requirements as provided herein, but Landlord shall have the right to reasonably limit and allocate Tenant's utilization of available Roof space and Tenant acknowledges that Landlord has the right to reserve Roof-top space for future Building operations and use.

4.4.2 The Antenna and Tenant's Supplemental HVAC shall be installed at a location or locations on the Roof selected by Landlord in Landlord's sole but reasonable discretion, working in cooperation with Tenant in order to achieve the desired result of such equipment, and Landlord shall have the right, to be exercised in good faith, to require Tenant to relocate the Antenna, but not Tenant's Supplemental HVAC, from time to time, at Landlord's sole cost and expense. Landlord makes no representation or warranty to Tenant that the Roof will be satisfactory to Tenant or will permit Tenant to receive the transmissions it desires to receive. Prior to installing or replacing either the Antenna or Tenant's Supplemental HVAC, Tenant shall submit to Landlord plans and specifications for the installation of the Antenna and/or Tenant's Supplemental HVAC, as the case may be, prepared by a licensed engineer reasonably satisfactory to Landlord (the "Roof Plans"). The Roof Plans shall be consistent with the Specifications, and otherwise reasonably satisfactory to Landlord, and shall show the location of the installations of the Antenna and/or Tenant's Supplemental HVAC and all related equipment and components on the Roof, the location and type of all piping, conduit, wiring, cabling, plumbing, the manner in which the Antenna and/or Tenant's Supplemental HVAC will be placed on and fastened to the Roof, details of any and all roof penetrations, and any other information requested by Landlord, in Landlord's good faith discretion. Landlord shall have the right to require that the Antenna and/or Tenant's Supplemental HVAC not be visible from any location on the ground and/or that all such equipment be screened in a manner satisfactory to Landlord, in Landlord's good faith discretion and as required by applicable Laws and Restrictions. Landlord shall have the right to employ an engineer or other consultant to review the Roof Plans and the reasonable, actual cost of such engineer or consultant shall be paid by Tenant to Landlord within thirty (30) days after request therefor and the right to require that a licensed engineer or architect reasonably satisfactory to Landlord certify that any installation affecting the Building's structure, roof (or penetrations thereof), exterior or mechanical, electrical, plumbing, life safety or other Building systems will not have an adverse effect on the Building or any such Building systems, including, but not limited to, significant impacts on operations and maintenance thereof or the costs therefor. After Landlord has approved the Roof Plans and prior to installing the Antenna and/or Tenant's Supplemental HVAC and any related equipment, wiring, conduit, piping, plumbing or cabling, Tenant shall obtain and provide to Landlord: (a) all required governmental and quasi-governmental permits, licenses, special zoning variances and authorizations, as required by applicable Laws and Restrictions, all of which Tenant shall obtain at its own cost and expense; and (b) a policy or certificate of insurance evidencing such insurance coverage as may be reasonably required by Landlord. Any alteration or modification of the Antenna and/or Tenant's Supplemental HVAC or any associated piping, conduit, wiring, plumbing, cabling, equipment after the Roof Plans have been approved

shall require Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

4.4.3 Installation and maintenance of the Antenna and/or Tenant's Supplemental HVAC or any associated piping, conduit, wiring, cabling, plumbing, equipment shall be performed solely by contractors approved by Landlord, in its reasonable discretion. Landlord may require Tenant to use a roofing contractor approved by Landlord to perform any work that could damage, penetrate or alter the Roof (or the warranty therefor) and an electrician and plumber, as the case may be, approved by Landlord to install any associated piping, conduit, wiring, cabling, plumbing, or equipment on the Roof or in the Building; provided that such contractors selected by Landlord charge commercially reasonable rates. Landlord may require anyone going on the Roof to execute in advance a liability waiver satisfactory to Landlord. Tenant shall bear all costs and expenses incurred in connection with the installation, operation and maintenance of the Antenna and/or Tenant's Supplemental HVAC.

4.4.4 Tenant acknowledges that Landlord may decide, in its good faith discretion, from time to time, to conduct Roof Repairs. If Landlord elects to make Roof Repairs, and such Roof Repairs necessitate, in Landlord's good faith belief, the removal or relocation of Tenant's Antenna, Tenant shall, upon Landlord's request, temporarily remove the Antenna, and reasonably cooperate with respect to the operation (and temporary shut-downs) of Tenant's Supplemental HVAC, so that the Roof Repairs may be completed. Any such removal, relocation or shutdown shall be undertaken in such a manner so as to minimize the disruption of Tenant's use and occupancy of the Premises to the extent practical given the circumstances. The cost of removing and reinstalling the Antenna for Roof Repairs shall be at Tenant's sole cost and expense; provided, however, Tenant shall not be required to pay such removal and reinstallation cost and expense for Roof Repairs more than once per two (2) Lease Year period (unless such Roof Repairs are required as a result of Tenant's acts or omissions).

4.4.5 On the termination or expiration of the Lease (or promptly after such equipment is no longer used by Tenant for its operations in the Premises), Tenant shall remove the Antenna and, at the request of Landlord, Tenant's Supplemental HVAC, and all associated conduit, wiring, cabling, equipment and repair any damages caused thereby, at Tenant's sole cost and expense, capping and sealing any penetrations or utilities in accordance with first-class industry practice and all Laws and Restrictions. If Tenant does not remove the Antenna and/or Tenant's Supplemental HVAC on or before the date this Lease terminates or expires, Tenant hereby authorizes Landlord to remove and dispose of the Antenna and/or Tenant's Supplemental HVAC and associated conduit, wiring, cabling, equipment, and Tenant shall promptly reimburse Landlord for the actual out of pocket costs and expenses it incurs in removing and disposing of same and repairing any damages caused thereby. Tenant acknowledges and agrees that Landlord may dispose of the Antenna and/or Tenant's Supplemental HVAC and any associated conduit, wiring, cabling, equipment in any manner selected by Landlord or, at Landlord's election, keep and maintain either the Antenna and/or Tenant's Supplemental HVAC in which case Tenant shall execute the necessary and appropriate assignment or transfer documents relating thereto (including any warranty information) and Tenant shall be relieved of any further liability or obligation under this Section 4.5.5 with respect thereto.

4.4.6 Tenant's license to operate and maintain the Antenna and/or Tenant's Supplemental HVAC shall automatically expire and terminate on the date that the term of the Lease expires or is otherwise terminated. This license to operate and maintain the Antenna and/or Tenant's Supplemental HVAC shall also be suspended if any of the following continue for more than three (3) business days after written notice from Landlord to Tenant: (a) the Antenna and/or Tenant's Supplemental HVAC is causing physical damage to the Building or the Roof, (b) the Antenna is interfering with the normal or customary transmission or receipt of transmission or receipt of signals from or to the Building, (c) the Antenna

and/or Tenant's Supplemental HVAC is causing Landlord to be in violation of any local, state or federal law, regulation or ordinance, which suspension shall cease when the offending condition is corrected or cured. The License granted in this Section 4.5 shall be co-terminus with the term of this Lease.

5. ASSIGNMENT AND SUBLETTING

5.1 GENERALLY.

5.1.1 Notwithstanding any other provisions of this Lease, Tenant covenants and agrees that it will not assign this Lease or sublet (which term, without limitation, shall include the granting of any concessions, licenses, occupancy rights, management arrangements and the like) the whole or any part of the Premises without, in each instance, having first received the express, written consent of Landlord, which consent shall not be unreasonably withheld or delayed. A change in Tenant's name shall not constitute an assignment or sublease hereunder, provided Tenant notifies Landlord in writing of such name change prior to making such change. Tenant shall not collaterally assign this Lease (or any portion thereof) or permit any assignment of this Lease by mortgage, other encumbrance or operation of law.

5.1.2 Without limitation, it shall not be unreasonable for Landlord to withhold such approval from any assignment or subletting where, in Landlord's opinion: (a) the proposed assignee or sublessee does not have a financial standing and credit rating reasonably acceptable to Landlord; (b) the proposed assignee or sublessee does not have a good reputation in the community; (c) the business in which the proposed assignee or sublessee is engaged could detract from the Building, its value or the costs of ownership thereof; (d) omitted; (e) the proposed sublessee or assignee is a current tenant or a prospective tenant (meaning such tenant has been shown space or has been presented with or has made an offer to lease space) of the Building; (f) the use of the Premises by any sublessee or assignee (even though a Permitted Use) violates any use restriction granted by Landlord in any other lease or would otherwise cause Landlord to be in violation of its obligations under another lease or agreement to which Landlord is a party; (g) if such assignment or subleasing is not approved of by the holder of any mortgage on the Property (if such approval is required); (h) a proposed assignee's or subtenant's business will impose an unreasonable burden on the Property's elevators, common areas, facilities, or utilities that is greater than the burden imposed by Tenant, in Landlord's reasonable judgment; (i) any guarantor of this Lease refuses to consent to the proposed transfer or to execute a written agreement reaffirming the guaranty; (j) Tenant is in default of any of its obligations under the Lease beyond any applicable notice or cure period at the time of the request or at the time of the proposed assignment or sublease (unless same is cured at the time of the proposed transfer); (k) if requested by Landlord, the assignee or subtenant refuses to sign a commercially reasonable non-disturbance and attornment agreement in favor of Landlord's lender; (l) Landlord has sued or been sued by the proposed assignee or subtenant or has otherwise been involved in a legal dispute with the proposed assignee or subtenant; (m) the assignee or subtenant is involved in a business which is not in keeping with the then current standards of the Property; (n) the assignment or sublease will result in there being more than three (3) subtenants per floor of the initial Premises; or (o) the assignee or subtenant is a governmental or quasi-governmental entity or an agency, department or instrumentality of a governmental or quasi-governmental agency. In no event, however, shall Tenant assign this Lease or sublet the whole or any part of the Premises to a proposed assignee or sublessee which, in the last five (5) years, has been judicially declared bankrupt or insolvent according to law, or with respect to which an assignment has been made of property for the benefit of creditors, or with respect to which a receiver, guardian, conservator, trustee in involuntary bankruptcy or similar officer has been appointed to take charge of all or any substantial part of the proposed assignee's or sublessee's property by a court of competent jurisdiction, or with respect to which a petition has been filed for reorganization under any provisions of the Bankruptcy Code now or hereafter enacted, or if a proposed assignee or sublessee has filed a petition for such reorganization, or for arrangements under any

provisions of the Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts.

5.1.3 Any request by Tenant for such consent shall set forth or be accompanied by, in detail reasonably satisfactory to Landlord, the identification of the proposed assignee or sublessee, its financial condition and the terms on which the proposed assignment or subletting is to be made, including, without limitation, final version of all assignment and sublease documents (with fully executed counterparts to promptly follow), and clearly stating the rent or any other consideration to be paid in respect thereto; and such request shall be treated as Tenant's warranty in respect of the information submitted therewith. Tenant's request shall not be deemed complete or submitted until all of the foregoing information has been received by Landlord. Landlord shall respond to such request for consent within thirty (30) days following Landlord's receipt of all information, documentation and security required by Landlord with respect to such proposed sublease or assignment. Notwithstanding the foregoing, Landlord agrees that in the event Tenant is bound by law or confidentiality restrictions from disclosing any information required by this Section 5.1.3, such information shall not be required to be provided to Landlord hereunder unless and until such time as the applicable restriction shall be lifted, provided, however, Landlord may condition its final approval or consent in Landlord's review of such financial information upon the termination or expiration of such restrictions.

5.1.4 The foregoing restrictions shall be binding on any assignee or sublessee to which Landlord has consented, provided, notwithstanding anything else contained in this Lease, Landlord's consent to any further assignment, subleasing or any sub-subleasing by any approved assignee or sublessee may be withheld by Landlord in accordance with the terms and conditions set forth in this Article 5.

5.1.5 Consent by Landlord to any assignment or subleasing shall not in any event separate from the subsequent holder of the Tenant's interest in this Lease the rights hereunder for any lease renewal, extension or other option, first offer, first refusal or other rights granted hereunder, or any special privileges or extra services granted to tenant by separate agreement (written or oral), or by addendum or amendment of the Lease.

5.1.6 In the case of any assignment of this Lease or subletting of the Premises, the Tenant named herein shall be and remain fully and primarily liable for the obligations of Tenant hereunder, notwithstanding such assignment or subletting, including, without limitation, the obligation to pay the Fixed Rent and other amounts provided under this Lease, and the Tenant shall be deemed to have waived all suretyship defenses.

5.1.7 In addition to the foregoing, it shall be a condition of the validity of any such assignment or subletting that the assignee or sublessee agrees directly with Landlord, in form reasonably satisfactory to Landlord, to be bound by all the obligations of Tenant hereunder (as applicable to the sublessee or subleased premises under the sublease), including, without limitation, the obligation to pay Fixed Rent and other amounts provided for under this Lease (or sublease rent as applicable to the sublessee or subleased premises under the sublease or Landlord's consent thereto), the covenant regarding use and the covenant against further assignment and subletting except as provided herein and the sublessee agrees to be subject to the terms and conditions of this Lease, including, without limitation, the covenant regarding use and the covenant against further assignment and subletting except as provided herein.

5.2 REIMBURSEMENT, RECAPTURE AND EXCESS RENT.

5.2.1 Tenant shall, within thirty (30) days after reasonably substantiated written demand, reimburse Landlord for the reasonable fees and expenses (including reasonable legal and administrative fees and costs) incurred by Landlord in processing any request to assign this Lease or to sublet all or any portion of the Premises, whether or not Landlord agrees thereto, and if Tenant shall fail promptly so to reimburse Landlord, the same shall be a default in Tenant's monetary obligations under this Lease subject to the applicable grace and cure period set forth in Section 12.1(b).

5.2.2 Other than with respect to transfers pursuant to Section 5.3.3, if Tenant requests Landlord's consent to assign this Lease or sublet (or otherwise grant occupancy rights in and to) all or any portion of the Premises, Landlord shall have the option, exercisable by written notice to Tenant given within thirty (30) days after Landlord's receipt of Tenant's completed request, to terminate this Lease as of the date specified in such notice, which shall not be less than thirty (30) nor more than one hundred twenty (120) days after the date of such notice, as to the entire Premises in the case of a proposed assignment or subletting of all or substantially all of the rentable floor area of the Premises for all or substantially all of the remainder of the Lease Term, and as to the portion of the Premises to be sublet in the case of a subletting of all or substantially all of the entire rentable floor area of the Premises for all or substantially all of the remainder of the Lease Term as aforesaid. In the event of a subletting for any portion of the Premises less than the entire rentable floor area of any floor and/or a termination by Landlord hereunder with respect to a portion of the Premises less than the entire rentable floor area of any floor, the portion so sublet or eliminated, as the case may be, shall be made into a self-contained rental unit with access to common areas and facilities on that floor, elevators and the like, in compliance with all applicable Laws and Restrictions and with fit-up and improvements as good or better than then current Building standard construction, design and finishes, and otherwise reasonably satisfactory to Landlord, all at Landlord's sole cost and expense (and in accordance with Section 4.2). In the event Landlord elects to terminate the Lease as to any such portion, such portion shall be delivered to Landlord on the date specified as a self-contained rental unit as aforesaid, and otherwise in good order and condition in the manner provided in Section 4.2 at the end of the Term. Fixed Rent and the Rentable Floor Area of the Premises (and the Building to the extent Landlord deems necessary) shall be adjusted according to the extent of the Premises for which the Lease is terminated.

5.2.3 Without limitation of the rights of Landlord hereunder in respect thereto, other than with respect to transfers pursuant to Section 5.3.3, if there is any assignment of this Lease by Tenant for consideration or a subletting of the whole of the Premises by Tenant at a rent which exceeds the rent payable hereunder by Tenant, or if there is a subletting of a portion of the Premises by Tenant at a rent in excess of the subleased portion's pro rata share of the rent payable hereunder by Tenant, then Tenant shall pay to Landlord, as additional rent, forthwith upon Tenant's receipt of, in the case of an assignment, fifty percent (50%) of all of the consideration (or the cash equivalent thereof) therefor and in the case of a subletting, fifty percent (50%) of all of any such excess rent, in each case after the deduction of all reasonable transaction costs as incurred by Tenant in connection with such assignment or subletting as set forth below in this Subsection. For the purposes of this subsection, the term "rent" shall mean all Fixed Rent, additional rent or other payments and/or consideration payable by one party to another for the use and occupancy of all or a portion of the Premises including, without limitation, key money, or bonus money paid by the assignee or subtenant to Tenant in connection with such transaction and any payment in excess of fair market value for services rendered by Tenant to the assignee or subtenant or for assets, fixtures, inventory, equipment or furniture transferred by Tenant to the assignee or subtenant in connection with any such transaction, but shall exclude any separate payments by Tenant for reasonable attorney's fees and broker's commissions in connection with such assignment or subletting.

5.2.4 If the Premises or any part thereof are sublet by Tenant, following the occurrence of a default which has continued beyond the applicable cure period, Landlord, in addition to any other

remedies provided hereunder or at law, may at its option collect directly from such sublessee(s) all rents becoming due to the Tenant under such sublease(s) and apply such rent against any amounts due Landlord by Tenant under this Lease, and Tenant hereby irrevocably authorizes and directs such sublessee(s) to so make all such rent payments, if so directed by Landlord; and it is understood that no such election or collection or payment shall be construed to constitute a novation of this Lease or a release of Tenant hereunder, or to create any lease or occupancy agreement between the Landlord and such subtenant or impose any obligations on Landlord, or otherwise constitute the recognition of such sublease by Landlord for any purpose whatsoever.

5.2.5 The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

Tenant hereby absolutely and unconditionally assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any sublease entered into by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; provided, however, that until a default beyond any applicable notice or cure period occurs in the performance of Tenant's obligations under this Lease, Tenant may receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of this or any other assignment of such rents to Landlord nor by reason of the collection of the rents from a subtenant, be deemed to have assumed or recognized any sublease or to be liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease, including, but not limited to, Tenant's obligation to return any security deposit. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a default beyond any applicable notice or cure period exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents due as they become due under the sublease. Tenant agrees that such subtenant shall have the right to rely upon any such statement and request from Landlord, and that such subtenant shall pay such rents to Landlord without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Tenant to the contrary. In the event Tenant shall default beyond any applicable notice or cure period in the performance of its obligations under this Lease or Landlord terminates this Lease by reason of a default of Tenant beyond any applicable notice or cure period, Landlord at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of Tenant under such sublease from the time of the exercise of said option to the termination of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to Tenant or for any other prior defaults of Tenant under such sublease.

5.3 CERTAIN TRANSFERS.

5.3.1 Except as provided for in Section 5.3.3 below, if at any time Tenant's interest in this Lease is held by a corporation, trust, partnership, limited liability company or other entity, the transfer of a controlling interest of the voting stock, beneficial interests, partnership interests, membership interests or other ownership interests therein (whether at one time or in the aggregate) shall be deemed an assignment of this Lease, and shall require Landlord's prior written consent. The foregoing provisions shall not be applicable so long as the Tenant is a corporation, the outstanding voting stock of which is listed on a recognized security exchange, or if at least a controlling interest of its voting stock is owned by another corporation, the voting stock of which is so listed. As used herein, "controlling interest" shall mean any transfer of more than 50% of the ownership interests or any transfer that results in the change (whether at one time or in the aggregate) in the effective control over the management of such entity.

5.3.2 In the event that at some point in the future during the Lease Term, Tenant is no longer a corporation, the outstanding voting stock of which is listed on a recognized security exchange, or that a controlling interest of its voting stock is no longer owned by another corporation, the voting stock of which is so listed, Tenant agrees to furnish to Landlord, from time to time promptly after Landlord's request therefor, an accurate and complete listing of the holders of its stock, beneficial interests, partnership interests, membership interests or other ownership interests therein as of the relevant time periods or such other reasonably satisfactory evidence and/or certifications as to the ownership at the applicable relevant time periods. Landlord shall keep confidential any information received by Landlord pursuant to this Section 5.3, provided, however, that Landlord shall have the right to disclose any such information to existing or prospective mortgagees, or prospective purchasers of the Building.

5.3.3 Notwithstanding any other provision of this Section, transactions with an entity (a) into or with which Tenant is merged or consolidated, (b) to which substantially all of Tenant's assets or a majority of Tenant's stock or ownership interests are transferred as a going concern, or (c) which controls or is controlled by Tenant or is under common control with Tenant, shall not be deemed to be an assignment or subletting within the meaning of this Section, provided that in any of such events (1) Landlord receives prior written notice of any such transactions (unless such prior notice is prohibited by (A) applicable law, such as securities regulations, in which case such notice shall be contemporaneous with such transaction as allowed by law, or (B) the confidentiality provisions to which Tenant is subject with respect to the transaction, in which case, such notice shall be contemporaneous with the expiration or termination confidentiality provisions or completion of the applicable transaction), (2) the transferee agrees in a writing reasonably satisfactory to Landlord to be bound by all the obligations of Tenant hereunder, (3) in no event shall Tenant be released from its obligations under this Lease, (4) in the case of a transaction of the type described in (a) or (b) of this Section 5.3.3, any such transfer or transaction is for a legitimate, regular business purpose of Tenant and not simply for the purpose of a transfer of Tenant's interest in this Lease, and (5) the involvement by Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, refinancing, transfer, leveraged buy-out or otherwise) whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, will not result in a reduction of the "Net Worth" of the Tenant, together with any party obligated under the Lease, to an amount less than \$100,000,000.00. "Net Worth" of Tenant for purposes of this section shall be the tangible net worth of Tenant (excluding any guarantors) established under generally accepted accounting principles consistently applied.

6. CONDITION OF PREMISES AND RESPONSIBILITY FOR REPAIRS

6.1 CONDITION OF PREMISES; BASE BUILDING WORK.

6.1.1 Subject to Landlord's obligation to complete the Base Building Work (as defined below), and for Landlord's ongoing maintenance, repair and restoration obligations as set forth in this Lease, Tenant accepts the Premises, the Building and the Lot in their present "as is" condition, without representation or warranty, express or implied, in fact or at law, by Landlord, except as otherwise expressly set forth in this Lease, and without recourse to Landlord as to the nature, condition or usability thereof; and Tenant agrees that except for the Base Building Work and for Landlord's ongoing maintenance, repair and restoration obligations as set forth in this Lease, it is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair, decorate or otherwise prepare the Premises for Tenant's occupation or use, and that any and all work to be done in or on the Premises will be performed by Tenant at Tenant's sole cost and expense in accordance with the terms of this Lease.

6.1.2 From and after the date of this Lease, Landlord shall proceed, using reasonable and diligent efforts, to obtain all necessary permits and approvals for the construction of the work as outlined on the attached **Exhibit C** (the “Base Building Work”) in a good and workmanlike manner using new first class construction materials and finishes, where applicable, and otherwise in compliance with all Laws and Restrictions and any applicable permits and approvals. Tenant acknowledges that the Base Building Work has been designed to the general quality of the design of the Building and in accordance with Landlord’s building standards for office build-out for the Building, except as otherwise expressly set forth on **Exhibit C**. Landlord reserves the right to make changes and substitutions to the Base Building Work in connection with the construction thereof, provided same do not materially adversely modify the Base Building Work, and Tenant agrees to not unreasonably withhold or delay its consent to any changes that do materially adversely modify the Base Building Work. Notwithstanding the foregoing, part of the Base Building Work includes the removal and fill-in of the internal stairway between floors 8 and 9 (the “Landlord’s Stairway Work”). Tenant has advised Landlord that Tenant also wishes to remove and fill-in the internal stairway between floors 9 and 10 of the Premises (“Tenant’s Stairway Work”) at the time the Landlord’s Stairway Work is to be done and to use Landlord’s contractor in connection therewith (and to have Landlord coordinate Tenant’s Stairway Work in connection with the Landlord’s Stairway Work [collectively, Landlord’s Stairway Work and Tenant’s Stairway Work shall be referred to as “Stairway Work”]). Landlord and Tenant shall coordinate and cooperate in connection with scheduling and completing the Stairway Work and shall share the cost evenly; provided Tenant’s cost shall not exceed \$25,000.00. Tenant shall pay its portion of the Stairway Work within thirty (30) days of invoice therefor from Landlord (with reasonable supporting material); provided Tenant may elect to have such amount paid to Landlord directly by Tenant’s contractors, and in such event, Landlord shall accept and recognize such payment as satisfaction of Tenant’s obligation therefor. Accordingly, the completion of the Stairway Work shall not be part of the Delivery Date (as defined below) requirements but Landlord shall complete such Stairway Work within thirty (30) days following the Scheduled Delivery Date; provided, however, if the Stairway Work is not completed within such thirty (30) day period (other than as a result of Tenant Delays [as defined below]) and such failure impedes or interferes with the Tenant’s Improvements, the Rent Commencement Date shall be extended on a day for day basis for each day beyond such thirtieth (30th) day it takes to complete the Stairway Work. To the extent that certain portions of the Base Building Work or Stairway Work may be undertaken simultaneously with Tenant’s Improvements (as defined below), Landlord and Tenant shall each coordinate their efforts in good faith, and take the necessary and appropriate steps, to ensure that their respective contractors (and related subcontractors) shall each conduct their work and employ labor in such a manner so as to maintain harmonious labor relations and to complete the Base Building Work and Tenant’s Improvements in an efficient and timely manner.

6.1.3 Landlord agrees to use reasonable and diligent efforts to substantially complete the Base Building Work on or before the Scheduled Delivery Date, subject to delay by causes beyond the reasonable control of Landlord or caused by Tenant Delays, provided that so long as Landlord uses such efforts in no event shall Landlord be liable to Tenant for any failure to deliver the Premises on any specified date, nor shall such failure give rise to any default or other remedies under this Lease or at law or equity, except as otherwise expressly set forth in this Lease. As used herein, “Tenant Delays” shall mean any actual delay(s) in the substantial completion of the Base Building Work caused by: (a) requirements of Tenant relating to the Base Building Work subsequently requested by Tenant that do not conform to Landlord’s building standards for office build-out, or which contain long lead-time or non-standard items requested by Tenant; (b) any change to the Base Building Work requested by Tenant and agreed to by Landlord, in its reasonable discretion, provided contemporaneously with such request by Tenant (or upon Landlord’s actual knowledge of such change giving rise to a delay), Landlord informs Tenant that the requested change will result in a delay and provides a good faith estimate of such delay; (c) any request by Tenant for a delay in the commencement or completion of the Base Building Work for any reason; or (d) any other act or omission of Tenant or its employees, agents or contractors (such as

failure to provide Landlord with the necessary request for information relating to the Tenant's Improvements for any portion of the Base Building Work contingent thereon) which inhibits or delays Landlord from timely completing the Base Building Work.

6.1.4 The Base Building Work shall be deemed substantially complete on the actual date (the "Delivery Date") as of which the Base Building Work has been completed (except for so-called "Punch list" items [as set forth below] and the Stairway Work which will be completed as set forth above), with remaining Punch list items (of which Tenant shall give Landlord notice, as provided below) to be completed as soon as reasonably practical thereafter, but in all cases within sixty (60) days. Notwithstanding the foregoing, if any delay in the substantial completion of the Base Building Work by Landlord is due to Tenant Delays, or if the ability to obtain the necessary approvals and/or sign-offs necessary are conditioned or contingent on the completion of any portion of the Tenant's Improvements, then the Substantial Completion Date shall be deemed to be the date the Base Building Work would have been substantially completed, if not for such Tenant Delays or incomplete items of the Tenant's Improvements, as reasonably determined by Landlord. If the Delivery Date has not occurred within forty-five (45) days following the Scheduled Delivery Date, unless such delay is caused by a Tenant Delay or a Force Majeure Event, then Tenant shall be entitled to rent credit equal to one day's rent at the Fixed Rent per diem for each day following the forty-fifth (45th) day after the Scheduled Delivery Date, until the actual Delivery Date, which rent credit shall be applied to installments of Fixed Rent for due and payable by Tenant hereunder. In addition, in the event that the Delivery Date has not occurred within sixty-five (65) days following the Scheduled Delivery Date, unless such delay is caused by a Tenant Delay or a Force Majeure Event, Tenant may elect to terminate this Lease in its entirety by giving Landlord not less than fourteen (14) days written notice thereof ("Termination Notice") whereupon this Lease shall terminate upon such fourteenth (14th) business day unless the Delivery Date occurs within such fourteenth (14th) business day period in which event Tenant's termination right shall be void and of no further force or effect.

6.1.5 Within fourteen (14) days after the Delivery Date, Landlord and Tenant shall confer and create a specific list of any defects or incomplete remaining items of work with respect to the Base Building Work (a "Punch list"). Except with respect to the items contained in the Punch list, Tenant shall be deemed satisfied with the Base Building Work, Landlord shall be deemed to have completed all of its obligations under this Section 6.1 and Tenant shall have no claim that Landlord has failed to perform in full its obligations hereunder.

6.1.6 As part of the Base Building Work, Landlord shall deliver the Premises, and all appurtenances and Building systems, including mechanical, heating ventilation and air-conditioning, electrical and life-safety, installed by Landlord and serving the Premises, in good working order and in compliance with all applicable Laws and Restrictions of general applicability (without taking into account Tenant's use or specific manner of use or build-out), including those as to the presence, removal and remediation of hazardous materials in accordance with applicable Environmental Requirements (as defined below).

6.1.7 If Tenant occupies the Premises prior to the Delivery Date, such occupancy shall be subject to all provisions of this Lease (other than with respect to the payment of Rent) and such occupancy shall not change the termination date. Tenant shall be liable for any damages or delays caused by Tenant's activities at the Premises. Prior to entering the Premises, Tenant shall obtain all insurance it is required to obtain by the Lease and shall provide certificates of said insurance to Landlord. Tenant shall coordinate such entry with Landlord's building or project manager, and such entry shall be made in compliance with all terms and conditions of this Lease and the rules and regulations in effect from time to time. Tenant shall be liable for any damages or delays caused by Tenant's activities at the Premises.

6.2 TENANT'S IMPROVEMENTS.

6.2.1 Tenant shall complete the Tenant's Improvements pursuant to the Work Letter attached hereto as **Exhibit D**. Tenant shall be liable for any damages or delays caused by Tenant's activities at the Premises in connection with Tenant's Improvements.

6.2.2 All components of the Tenant's Improvements shall be part of the Building, except only for such items as Landlord requires Tenant, in writing, to remove on the expiration or termination of this Lease in accordance with the terms and conditions of **Exhibit D**. Notwithstanding the foregoing, all of Tenant's furniture, fixtures and equipment shall remain the property of Tenant and Tenant may remove the same at any time on or before the termination or expiration of the Lease Term, subject to the terms and conditions of this Lease.

6.3 REPAIRS TO BE MADE BY LANDLORD.

6.3.1 Except as otherwise provided in this Lease, Landlord agrees to keep in good order, condition and repair, the roof, exterior walls (including the exterior windows), structural components and common building systems of the Building insofar as they affect or serve the Premises and the appurtenant common areas of the Building, and to maintain and repair the HVAC system and equipment serving the Premises, unless installed by or for Tenant, all in a manner consistent with comparable first-class office buildings in the downtown Portland area. Without limitation, Landlord shall in no event be responsible to Tenant for the condition of glass in and about the Premises or for the doors leading to the Premises, or for any improvements, additions or alterations (including the Tenant's Improvements, if any) installed by or for the Tenant, or for any condition in the Premises or the Building caused by any act or neglect of Tenant or any contractor, agent, employee or invitee of Tenant, or anyone claiming by, through or under Tenant, subject to Tenant's insurance obligations under this Lease and Section 13.22 below. Landlord also agrees to maintain the common areas and landscaping, if any, on the Lot surrounding the Building in good order and repair and in accordance with applicable Laws and Restrictions. Landlord shall not be responsible to make any improvements or repairs to the Building or the Premises other than as expressed in this Section unless expressly otherwise provided in this Lease. All costs incurred by Landlord in connection with the foregoing obligations shall be included as part of Operating Expenses, as and to the extent provided below.

6.3.2 Landlord shall never be liable for any failure to make repairs which, under the provisions of this Section or elsewhere in this Lease, Landlord has undertaken to make unless: (a) Tenant has given notice to Landlord of the need to make such repairs as a result of a condition in the Building or in the Premises requiring any repair for which Landlord is responsible; and (b) Landlord has failed to commence to make such repairs within a reasonable time after receipt of such notice if any repairs are, in fact, necessary.

6.4 MAINTENANCE AND REPAIRS TO BE MADE BY TENANT.

6.4.1 Tenant covenants and agrees that Tenant will keep neat and clean and maintain in good order, condition and repair, the Premises (and Building Signage, Antenna and Tenant's Supplemental HVAC) and every part thereof (and any signs permitted hereunder) throughout the Lease Term, excepting only those repairs for which Landlord is responsible under the terms of this Lease, damage by fire or other casualty or as a consequence of the exercise of the power of eminent domain and reasonable wear and tear and Tenant shall surrender the Premises at the end of the Term in such condition. Without limitation, Tenant shall maintain and use the Premises in accordance with all Laws and Restrictions and shall, at Tenant's own expense obtain and maintain in effect all permits, licenses and the like required by

applicable law. Tenant shall not permit or commit any waste, and Tenant shall be responsible for the cost of repairs which may be made necessary by reason of damage to any areas in the Building or common areas or lobbies serving the Building, including the Premises, by Tenant, Tenant's contractors or Tenant's agents, employees, invitees, or anyone claiming by, through or under Tenant, subject to Tenant's insurance obligations under this Lease and Section 13.22 below. Landlord may replace as needed any bulbs and ballasts in the Premises during the Lease Term at Tenant's cost and expense, or Landlord may require Tenant to replace the same, at Tenant's cost and expense.

6.4.2 If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant fails, refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, Landlord may (but shall not be obligated to) after the expiration of all notice and cure periods make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith, within 30 days after reasonably substantiated written demand, pay to Landlord the actual out of pocket cost thereof, and if Tenant shall fail to so reimburse Landlord within 30 days after written demand, Landlord shall have the remedies provided for the nonpayment of rent or other charges payable hereunder.

6.4.3 Tenant shall enter into a contract with a cleaning contractor reasonably approved by Landlord to provide regularly scheduled first-class janitorial service in and to the Premises on Monday through Friday (excepting Federal, Maine and City of Portland legal holidays) in a manner consistent with cleaning standards generally prevailing in the comparable office buildings in the City of Portland and specifically including trash removal from the Premises by a contractor reasonably approved by Landlord. The cleaning contract must become effective prior to the date Tenant commences business operations in all or any portion of the Premises and the identity and satisfactory evidence of insurance of such contractor shall be forwarded to the Landlord upon reasonable request. Landlord shall reasonably cooperate with Tenant in the event Tenant desires to utilize the Landlord's cleaning contractor serving the common areas of the Building.

6.4.4 Maintenance, repair and replacement of Tenant's Supplemental HVAC shall be Tenant's sole responsibility throughout the entire Term. Tenant shall enter into a regularly scheduled (monthly or quarterly) preventive maintenance/service contract with an HVAC contractor reasonably approved by Landlord. The maintenance and service contract must become effective within thirty (30) days of the commissioning of Tenant's Supplemental HVAC, and the identity and satisfactory evidence of insurance of such contractor shall be forwarded to the Landlord upon reasonable request. In addition, upon Landlord's request, Tenant will provide to Landlord a copy of Tenant's service records for Tenant's Supplemental HVAC.

6.5 FLOOR LOAD - HEAVY MACHINERY; OCCUPANT DENSITY.

6.5.1 Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by law. Landlord reserves the right to reasonably prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient, in Landlord's reasonable judgment, to absorb and prevent vibration, noise and annoyance. Tenant shall not move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building without Landlord's prior consent, not to be unreasonably withheld, conditioned or delayed.

6.5.2 If such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Tenant agrees to employ only persons holding a Master Rigger's License to do said work, and that all work in connection therewith shall comply with all Laws and Restrictions. Any such moving shall be at the sole risk and hazard of Tenant and Tenant will exonerate, indemnify and save Landlord harmless against and from any liability, loss, injury, claim or suit resulting from such moving. Tenant shall schedule such moving at such times as Landlord shall require for the convenience of the normal operations of the Building.

6.5.3 Tenant shall maintain a ratio of not more than one Occupant (as defined below) per square foot of rentable area in the Premises as required by applicable federal, state and local building codes and requirements.

7. SERVICES; UTILITY CHARGES

7.1 LANDLORD'S SERVICES.

7.1.1 Landlord covenants during the Term:

- (a) To furnish, through Landlord's employees or independent contractors, electricity (for lights, convenience receptacles, and normal office machines and equipment in the Premises, subject to Section 7.2 below, and for the common areas and facilities), heat, air conditioning and ventilation and general cleaning services for the common areas of the Building to a level customarily provided by operators of comparable first class office buildings in the downtown Portland area such as the Building; it is understood, however, that heat, air conditioning and ventilation and certain other services shall only be furnished during Normal Building Operating Hours; and
- (b) To furnish, through Landlord's employees or independent contractors, additional Building operation services upon reasonable advance request of Tenant at rates from time to time established by Landlord to be paid by Tenant provided reasonable advance notice therefor is provided to Landlord (which shall be twenty-four (24) hours advance notice for afterhours HVAC service; provided Landlord shall use commercially reasonable efforts to accommodate requests on shorter notice). Tenant hereby agrees to pay to Landlord the cost of such additional services as additional rent within thirty (30) days after reasonably substantiated written demand by Landlord. (The current charge for afterhours HVAC service is \$50 per hour per floor for such use.)

7.1.2 All costs incurred by Landlord in connection with foregoing services shall be included as part of the Operating Expenses, as and to the extent provided below, and except to the extent same are billed as set forth in Section 7.1.1(b) above.

7.2 UTILITY SERVICES AND CHARGES.

7.2.1 The Tenant shall obtain directly from the supplier or utility company any services (such as telephone service, or should it be separately metered and provided as provided in Section 7.3 below, electrical service) not provided to the Premises by Landlord, and Tenant shall pay all charges therefor when due. If requested by Landlord, Tenant shall promptly provide Landlord with evidence of such payment. If such utility company shall have a lien on the Premises for nonpayment of such charges and Tenant shall fail at any time to make payment of same, without limitation of Landlord's rights on account of such failure, Tenant shall thereafter, if requested by Landlord, pay to Landlord, when monthly Fixed

Rent is next due and thereafter on Landlord's demand, an amount reasonably estimated by Landlord to be sufficient to discharge any such lien in the event of a further failure of Tenant to pay any such charges when due. Landlord shall hold the amounts from time to time deposited under this Section 7.2 as security for payment of such charges and may, without limitation of remedies on account of Tenant's failure to make any subsequent payment of such charges, use such amounts for such payments. Such amount or such portion thereof as shall be unexpended at the expiration of this Lease shall, upon full performance of all Tenant's obligations hereunder, be repaid to Tenant without interest.

7.2.2 Tenant shall not introduce to the Premises personnel, fixtures or equipment which (individually or in the aggregate) overload the capacity of the electrical, heating, ventilating and air conditioning, mechanical, plumbing or other utility systems serving the Premises; such capacities shall be deemed overloaded if such use by Tenant exceeds, on a square foot basis, the capacity of such systems; and in no event shall the electrical usage at the Premises exceed 6.1 watts per square foot of connected load (consisting of 1.1 watts per square foot for lighting (277 volt) and 5 watts per square foot for convenience (120/208 volt) service with isolated grounding service). If Tenant uses the Premises or installs fixtures or equipment in such a manner as would so overload said systems, as reasonably determined by Landlord, Tenant shall pay, as additional rent, within ten (10) days of billing therefor, the cost of providing and installing any additional equipment, facilities or services that may be required as a result thereof, and for any repairs or damage resulting therefrom.

7.2.3 All costs incurred by Landlord in connection with utility services provided to the Premises shall be included as part of the Operating Expenses to the extent not billed to and paid for by Tenant directly.

7.2.4 Landlord shall not be responsible for any interruption of electricity, oil, water, sewer, telephone, data or other utility or Building services supplied to the Premises. Furthermore, Landlord shall not be liable for loss of property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to an interruption of any such services or utilities. Landlord may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions without creating any liability of Landlord to Tenant under this Lease.

7.2.5 Notwithstanding the foregoing, Tenant shall be entitled to a proportionate abatement of Fixed Rent in the event of a Landlord Service Interruption (as defined below) from and after the Landlord Service Interruption Cure Period (as defined below) until such service is restored. For the purposes hereof, a "Landlord Service Interruption" shall occur in the event (a) the Premises shall lack any utility or other material service which utility or service Landlord is required to provide hereunder thereby rendering the Premises untenantable for the reasonable conduct of Tenant's business for the Landlord Service Interruption Cure Period (as defined below), (b) such lack of service was not caused by Tenant, its employees, contractors, invitees or agents, or by a casualty in which case Section 11.1 shall control; (c) Tenant in fact ceases to use the affected portion of the Premises for the entirety of the Landlord Service Interruption Cure Period; and (d) such interruption of service was the result of causes, events or circumstances within the Landlord's reasonable control and the cure of such interruption is within Landlord's reasonable control. For the purposes hereof, the "Landlord Service Interruption Cure Period" shall be defined as three (3) consecutive business days after Landlord's receipt of written notice from Tenant of the Landlord Service Interruption. In addition, in the event such Landlord Service Interruption continues for fifteen (15) consecutive days without Landlord having made commercially reasonable and diligent efforts to cure same, Tenant may pursue its rights and remedies under this Lease with respect to a default by Landlord of its obligations hereunder.

7.3 ELECTRICAL SERVICE AND ELECTRICAL CHARGES.

7.3.1 It is understood that the electrical service for those portions of the Premises consisting of the entire rentable area of the 9th and 10th floors of the Building are or will be separately metered (by way of a separate meter or so-called check meter) from service provided to other rentable spaces and common areas of the Building and Tenant will pay directly or reimburse Landlord (without subcharge or add on), within thirty (30) days of being billed therefor, as the case may be, for the cost of such separately metered electrical service. Tenant shall be responsible for and shall pay directly to the utility service provider or to Landlord, as the case may be, for all costs and expenses relating to providing the electrical service to the Tenant's Building Signage, and Tenant's Supplemental HVAC, including without limitation all installations, equipment, repairs, replacement, maintenance and service relating thereto. Landlord reserves the right, at any time during the Term, to install a monitor or check meter to measure Tenant's consumption of electricity, in which event Landlord shall calculate the electrical charge based on Tenant's actual usage of electricity, rather than as provided in the previous sentence.

7.3.2 Intentionally Omitted.

7.3.3 At any time during the Term, Landlord may elect to cause electrical service to the Premises (and/or the Tenant's Building Signage, and Tenant's Supplemental HVAC) to be separately metered (as opposed to check metered) and provided directly to the Tenant by the utility supplier, in which event (a) Tenant shall make arrangements for such electrical service directly with the utility supplier, and the provisions of subsection 7.2.1 shall be applicable, and (b) Landlord shall have no further obligations to Tenant with respect to electrical service to the Premises.

7.3.4 Landlord shall provide Tenant reasonable access to and the right to use the Building's electric lines, feeders, risers, wiring, and any other similar equipment within the Building in connection with Tenant's utility service to the Premises, subject at all times to availability therefor and reasonable rules and regulations applicable thereto and so long as Tenant's use of such services shall not exceed Tenant's equitable proportion thereof in terms of available space, voltage, rated capacity, overall load and the like.

8. ADDITIONAL RENT FOR TAXES AND OPERATING EXPENSES

8.1 TENANT'S PAYMENT OF ITS SHARE OF REAL ESTATE TAXES.

8.1.1 For the purposes of this Section, the following terms shall have the following meaning:

"Tax Year" shall mean the twelve-month period in use in the City of Portland for the purpose of imposing ad valorem taxes upon real property. In the event that such City changes the period of its tax year, "Tax Year" shall mean a twelve-month period commencing on the first day of such new tax year, and each twelve-month period commencing on the anniversary of such date during the Term of this Lease.

"Taxes" shall mean all taxes and assessments of every kind and nature imposed, assessed or levied by a governmental authority on the Property, including without limitation all real estate taxes, betterments, assessments (ordinary and extraordinary), water rents, sewer, and other charges. If taxes upon rentals or otherwise pertaining to the Property (including without limitation any tax on rentals or income or any value added tax, so called) shall be substituted, in whole or in part, for the present ad valorem real estate taxes, or shall be assessed in addition thereto, then the term "Taxes" shall include such substituted taxes, to the extent to which the same shall be a substitute for present ad valorem real estate

taxes, together with any such additional taxes. The term "Taxes" shall not include income taxes, profit taxes, franchise taxes, or capital stock taxes and all estate, succession, inheritance, gift, estate and transfer taxes, or any taxes on income to the extent applicable to Landlord's net income.

8.1.2 In the event that the Taxes imposed with respect to the Property shall be greater during any Tax Year (and in the event the City shall first send estimated tax bills, until a final bill is sent [at which time Tenant's share of real estate taxes shall be recomputed], real estate taxes shall be such taxes as shown on the estimated tax bill) than the Tax Base (as defined in Section 1.2), Tenant shall pay to Landlord, as additional rent, the amount obtained by multiplying the amount by which the Taxes exceed the Tax Base by a fraction, the numerator of which is the Rentable Floor Area of the Premises and the denominator of which is the Rentable Floor Area of the Building.

8.1.3 Landlord shall submit to Tenant a statement setting forth the amount of such additional rent, and within thirty (30) days after the delivery of such statement (whether or not such statement shall be timely), Tenant shall pay to Landlord the payment under subparagraph 8.1.2 above. So long as the Taxes, or any portion thereof, shall be payable in installments, Landlord shall submit (or be treated as if it submitted) such statements to Tenant in similar installments. The failure by Landlord to send any statement required by this subparagraph shall not be deemed to be a waiver of Landlord's right to receive such additional rent; provided, however, that Landlord's failure to provide any statement within three (3) years of Landlord's receipt of the final bill for such Taxes for the applicable Tax Year shall be deemed a waiver of Landlord's right to receive such additional rent with respect to said Tax Year.

8.1.4 If the first day of the Tax Year in such City of Portland should be changed after the date hereof so as to change the twelve-month period comprising the Tax Year, or if the Tax Year shall be a period of time other than twelve months, in determining the additional rent to be paid by Tenant under this Section with respect to the Taxes payable by Tenant for any such Tax Year, including a partial Tax Year, the Tax Amount shall be pro-rated on a per day basis.

8.1.5 Any betterment assessment, so-called "rent tax" or any other tax levied or imposed by any governmental authority in addition to, in lieu of or as a substitute for real estate taxes, shall nevertheless be deemed to be real estate taxes for the purpose of this Section, provided same are imposed on owners of real estate generally as a class.

8.1.6 Tenant's obligations to pay additional rent under this Section on account of Taxes shall commence on the Rent Commencement Date.

8.1.7 If Tenant is obligated to pay any additional rent as aforesaid with respect to any Tax Year or fraction thereof during the Term, then Tenant shall pay, as additional rent, on the first day of each month of the next ensuing Tax Year, estimated monthly tax escalation payments equal to 1/12 of the annualized amount of additional rent payable hereunder for said previous Tax Year (or as otherwise reasonably estimated by Landlord). Estimated monthly tax escalation payments for each ensuing Tax Year shall be made retroactively to the first day of the Tax Year in question.

8.1.8 In the event that Landlord obtains an abatement, reduction or refund of any Taxes for a Tax Year which Tenant was obligated to pay a share of the increase in Taxes, then Tenant shall receive as a credit against its payment obligations under this Section, its proportionate share of the net proceeds of such abatement, reduction or refund (after deduction of all reasonable costs, including legal and appraisal fees, incurred by Landlord in obtaining the same) but only to the extent and not in excess of any payments made by Tenant for such increase as required under this Section. Landlord shall act in good faith in considering whether to seek an abatement, reduction or refund but Landlord shall be under no obligation

to seek such an abatement, reduction or refund. To the extent same are not credited as aforesaid, any of Landlord's reasonable costs (including legal and appraisal fees) incurred in attempting to obtain an abatement, reduction or refund shall be deemed Operating Expenses hereunder. Tenant shall not contest by any proceedings the assessed valuation of Landlord's Property or any part thereof for purposes of obtaining a reduction of its assessment or of any taxes.

8.1.9 Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or related to Tenant's use of the Premises. If any of Tenant's personal property shall be assessed with Landlord's real or personal property, Tenant shall pay to Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement from Landlord setting forth the taxes applicable to Tenant's property.

8.2 TENANT'S PAYMENT OF ITS SHARE OF OPERATING EXPENSES.

8.2.1 For the purposes of this Section, the following terms shall have the following meanings:

"Operating Year" shall mean the calendar year, or such other twelve-month period as Landlord may designate from time to time.

"Operating Expenses" shall mean all expenses incurred by or attributable to Landlord in operating and maintaining the Building and Lot and their appurtenances, including but without limitation: premiums for fire, casualty, liability, environmental, rental interruption and such other insurance as Landlord may from time to time maintain with respect to the Lot and Building; security expenses; compensation and all fringe benefits, worker's compensation insurance premiums and payroll taxes paid by Landlord to, for or with respect to all persons engaged in operating, maintaining, or cleaning of the Building, the common areas of the Lot on which the Building is located and the other common areas of serving the Building; steam, water, sewer, electric, gas, telephone and other utility charges not billed directly to tenants by Landlord or the utility; costs of building and cleaning supplies and equipment (including rental); cost of maintenance, cleaning and repairs; the reasonable actual costs of applying and reporting for the Building or any part thereof to seek or maintain certification under the U.S. EPA's Energy Star® rating system, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system or a similar system or standard, if applicable; cost of snow plowing or removal, or both and care of landscaping and irrigation systems; the cost of operating, replacing, modifying and/or adding improvements or equipment mandated by any law, statute, regulation or directive of any governmental agency and any repairs or removals necessitated thereby; the cost of installing intrabuilding network cabling ("INC") and maintaining, repairing, securing and replacing existing INC; payments to independent contractors under service contracts for cleaning, operating, managing, maintaining and repairing the Building and said common areas (which payments may be to affiliates of Landlord); all other expenses paid in connection with the operation, cleaning, maintenance and repair of the Building and said common areas, or either; reasonable reserves for the replacement of equipment contained in and/or used in connection with the operation of the Building; the amortized portion, properly attributable to the Operating Year in question, of the cost of any capital repairs, improvements or replacements made to the Building or the Property, by Landlord, which in Landlord's good faith belief (a) are anticipated to result in a reduction in (or minimize increases in) Operating Expenses, (b) are required to comply with present or reasonably anticipated conservation programs, (c) are required under any governmental law or regulation enacted after or coming into applicability after the date of this Lease, or (d) are necessary to enhance or maintain Building systems, life safety or improve security measures at the Property; and a management fee (reasonably consistent with fees charged by professional property managers providing reasonably comparable services in the downtown Portland

market) based on a percentage of the gross rentals of the Building. Landlord may equitably adjust Tenant's share of Operating Expenses for all or part of any item of expense or cost reimbursable by Tenant that relates to a repair, replacement, or service that benefits only the Premises or only a portion of the Building or that varies with the occupancy of the Building. Landlord shall have the right but not the obligation, from time to time, to equitably allocate some or all of the Operating Expenses among different tenants of the Building ("Cost Pools"). Such Cost Pools may include, but shall not be limited to, tenants that share particular systems or equipment or tenants that are similar users of particular systems or equipment such as by way of example but not limitation the office space tenants of the Building, the medical/laboratory tenants of the Building and the retail space tenants of the Building. The Operating Expenses shall also include the Building's share (as reasonably determined and allocated by Landlord) of: (a) the costs incurred by Landlord in operating, maintaining, repairing, insuring and paying real estate taxes upon any common facilities of or serving the Building (including, without limitation, the common facilities from time to time serving the Lot or Building in common with other buildings or parcels of land), such as any so-called "loop" access roads, retention ponds, sewer and other utility lines, amenities and the like; (b) shuttle bus service (if and so long as Landlord shall provide the same); (c) the actual or imputed cost of the space occupied by on-the-grounds building attendant(s) and related personnel and the cost of administrative and or service personnel whose duties are not limited solely to the Building and/or the Lot, as allocated to the Building and/or Property by Landlord; and (d) payments made by Landlord under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the payment or sharing of costs benefiting the Building or the common areas serving same.

Notwithstanding anything to the contrary above Operating Expenses shall not include the following:

- (a) any costs or expenses associated with or incurred in connection with the removal, enclosure, encapsulation or other handling of Hazardous Matter (as defined below) that are present on the Property in violation of applicable Environmental Requirements (as defined below) in force and applicability as of the date hereof;
- (b) leasing commissions, fees and costs, advertising and promotional expenses and other costs incurred in procuring tenants or in selling the Building;
- (c) legal fees or other expenses incurred in connection with enforcing leases with tenants in the Building;
- (d) costs of renovating or otherwise improving or decorating premises for any tenant or other occupant of the Building, including Tenant, or relocating any tenant;
- (e) financing or re-financing costs including points, fees, interest and principal; amortization of debts and the costs of providing the same;
- (f) costs of any items for which Landlord is paid or reimbursed by insurance or condemnation proceeds, or from any warranty or guaranty;
- (g) cost of any work or service performed on an extra cost basis for any tenant in the Building;
- (h) charitable or political contributions;
- (i) Taxes;

- (j) transfer, gains, franchise, inheritance, estate, occupancy, succession, gift, corporation, unincorporated business, gross receipts, profit and income taxes imposed upon Landlord;
- (k) the cost of electrical energy furnished to any space leased or available for lease in the Building and the costs and fees of any electric meter reading company retained by Landlord to read meters in space leased by or leasable to third parties;
- (l) “takeover expenses” (i.e., expenses incurred by Landlord with respect to the leaseback by Landlord of space either located in another building or in the Building in connection with the leasing of space in the Building);
- (m) the cost of tenant installations and decorations incurred in connection with preparing space for occupancy by a tenant, and any other contribution by Landlord to the cost of tenant improvements;
- (n) salaries, fringe benefits and other compensation of Landlord’s personnel performing the services of a building/property manager, regardless of the any such person’s title, or other off-site personnel (except to the extent off-site personnel are performing property management functions in which event same shall be fairly allocated);
- (o) ground rent or any other payments paid under superior leases (other than in the nature of rent consisting of Taxes or Operating Expenses and other payments which, independent of a superior lease, would constitute an Operating Expense hereunder);
- (p) depreciation and amortization, except as provided herein;
- (q) advertising, entertainment and promotional costs for the Building;
- (r) costs and expenditures payable to any affiliate of Landlord in excess of the amount which would be paid in the absence of such relationship unless such costs and expenditures are reasonably consistent with fees charged by professional service providers providing reasonably comparable services in the downtown Portland market);
- (s) costs incurred with respect to a sale or transfer of all or any portion of the Building or any interest therein or in any person or entity of whatever tier owning an interest therein;
- (t) costs associated with the operation of the business of the entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including, without limitation, accounting and legal expenses, costs of selling, syndicating, financing, mortgaging or hypothecating Landlord’s interest in the Building, and costs of any disputes between Landlord and its employees, or building managers;
- (u) except as otherwise expressly provided herein, the cost of any improvement, repair, alteration, addition, change, replacement or other item which under generally accepted accounting principles (consistently applied) is properly classified as a capital expenditure;
- (v) legal fees, expenses and disbursements (including, without limitation, those incurred in connection with leasing and lease amendments and terminations, sales, transfers, financing or refinancing or disputes and enforcement procedures with current or prospective tenants);

- (w) amounts otherwise includable in Operating Expenses but reimbursed to Landlord directly by Tenant or other tenants (other than through provisions similar to this Section);
- (x) to the extent any costs includable in Operating Expenses are incurred with respect to both the Building and other properties (including, without limitation, salaries, fringe benefits and other compensation of Landlord's personnel who provide services to both the Building and other properties), there shall be excluded from Operating Expenses a fair and reasonable percentage thereof which is properly allocable to such other properties;
- (y) auditing fees, other than auditing fees in connection with the preparation of statements required pursuant to additional rent or lease escalation provisions; any interest, fine, penalty or other late charges payable by Landlord and incurred as a result of late payments, except to the extent the same was incurred with respect to a payment, part or all of which, was the responsibility of Tenant hereunder and with respect to which Tenant did not make a payment in a timely fashion or did not make same at all;
- (z) the cost of any judgment, settlement, or arbitration award resulting from any liability of Landlord which is the result of negligence, willful misconduct or fraud and all expenses incurred in connection therewith;
- (aa) costs of correcting any violations of any applicable law in force and applicability as of the date of this Lease relating to the Building or any common areas; costs incurred in connection with making any additions to, or building additional stories on, the Building, or adding buildings or other material structures adjoining the Building, or connecting the Building to other structures adjoining the Building;
- (bb) costs incurred in connection with the acquisition or sale of air rights, transferable development rights, easements or other real property interests;
- (cc) costs incurred by Landlord which result from Landlord's or other tenant's duties, liabilities, obligations or breach of a lease or Landlord's misrepresentations, negligence or willful misconduct;
- (dd) the cost of repairs or replacements or restorations by reason of fire or other casualty or condemnation (excluding deductibles);
- (ee) costs for sculpture, paintings or other objects of art in excess of amounts typically spent for such items in comparable buildings in the vicinity of the Building;
- (ff) costs incurred by Landlord arising out of its failure to perform or breach of any of its covenants, agreements, representations, warranties, guarantees or indemnities made under this Lease or any other agreement;
- (gg) the cost of electricity and overtime HVAC furnished to the Premises or any other leasable space in the Building whether or not leased to tenants (exclusive of common areas);
- (hh) the cost of installing, operating and maintaining any observatory, broadcasting facilities, private luncheon club, private athletic or recreational club, theater, rehearsal hall, art gallery or parking garage including, without limitation, any compensation paid to clerks, attendants or other persons; or

(ii) bad debt loss, rent loss or reserves for either.

8.2.2 If, during any Operating Year (including the Operating Year used for determining the Base Operating Expenses), less than 95% of the rentable area of the Building is occupied, the Operating Expenses shall be equitably adjusted by Landlord, on an item by item basis, as appropriate, to reflect Operating Expenses based on 95% occupancy.

8.2.3 In determining the Base Operating Expenses, there shall be excluded from the Operating Expenses for said Operating Year any non-recurring capital expenditures.

8.2.4 Within one hundred eighty (180) days after the expiration of each Operating Year, Landlord shall furnish Tenant with a statement setting forth the Operating Expenses for such Operating Year. Such statement shall be accompanied by a computation of the amount, if any, of the additional rent payable to Landlord pursuant to this Section. The failure by Landlord to send any statement required by this subparagraph shall not be deemed to be a waiver of Landlord's right to receive such additional rent; provided, however, that Landlord's failure to provide any statement within three (3) years of the applicable Operating Year shall be deemed a waiver of Landlord's right to receive such additional rent with respect to said Operating Year.

8.2.5 In the event the Operating Expenses during any Operating Year shall be greater than the Base Operating Expenses (as defined in Section 1.2), Tenant shall pay to Landlord, as additional rent, the amount obtained by multiplying the amount by which the Operating Expenses exceed the Base Operating Expenses by a fraction, the numerator of which is the Rentable Floor Area of the Premises and the denominator of which is the Rentable Floor Area of the Building.

8.2.6 Said additional rent shall, with respect to the Operating Years in which the Rent Commencement Date and end of the Term of this Lease fall, be pro-rated on a per day basis. If Landlord shall change its Operating Year, appropriate adjustment shall be made for any Operating Year less than or greater than twelve-months which may result.

8.2.7 Any additional rent payable by Tenant under this Section shall be paid within thirty (30) days after Landlord has furnished Tenant with the statement described above.

8.2.8 Tenant's obligations to pay additional rent under this Section on account of Operating Expenses shall not commence before the Rent Commencement Date.

8.2.9 If with respect to any Operating Year or fraction thereof during the Term, Tenant is obligated to pay any additional rent as aforesaid, then Tenant shall pay, as additional rent, on the first day of each month of the next ensuing Operating Year, estimated monthly operating escalation payments equal to 1/12th of the amount of additional rent payable hereunder for said previous Operating Year (or as otherwise reasonably estimated by Landlord). Estimated monthly operating escalation payments for each ensuing Operating Year shall be made retroactively to the first day of the Operating Year in question.

8.2.10 Landlord shall permit Tenant, at Tenant's expense and during normal business hours, but only one time with respect to the immediately two (2) Operating Years, to review Landlord's invoices and statements relating to the Operating Expenses for the applicable immediately two (2) prior Operating Year for the purpose of verifying the Operating Expenses and Tenant's share thereof; provided that notice of Tenant's desire to so review is given to Landlord not later than one hundred twenty (120) days after Tenant receives an annual statement from Landlord for the most recent Operating Year Tenant seeks to review, and provided that such review is thereafter commenced and prosecuted by Tenant with due

diligence. Any Operating Expenses or Taxes statement or accounting by Landlord for the prior Operating Year(s) shall be binding and conclusive upon Tenant unless (a) Tenant duly requests such review within such 120-day period, and (b) within three (3) months after such review request, Tenant shall notify Landlord in writing that Tenant disputes the correctness of such statement, specifying the particular respects in which the statement is claimed to be incorrect. Tenant shall have no right to conduct a review or to give Landlord notice that it desires to conduct a review at any time Tenant is in default under the Lease beyond any applicable notice, grace or cure period. The party conducting the review shall be compensated on an hourly basis and shall not be compensated based upon a percentage of overcharges it discovers. Tenant shall provide Landlord with a true and accurate copy of the results of its review report. If as a result of such review it is mutually agreed, or if there is a dispute and it is ultimately determined, that Landlord has overcharged Tenant then Landlord shall refund any such overcharge to Tenant within thirty (30) days of Landlord's receipt of the copy of the review report, or mutual agreement if later, and, if the overcharge shall exceed the amount actually due for the period in question by five (5) percent or more then Landlord shall likewise reimburse Tenant for the actual cost of the review not to exceed \$3,000.00 (as reflected in an invoice in reasonable detail delivered with the copy of the review). No subtenant shall have any right to conduct a review, and no assignee shall conduct a review for any period during which such assignee was not in possession of the Premises. Tenant agrees that the results of any Operating Expense review shall be kept strictly confidential by Tenant and shall not be disclosed to any other person or entity except as necessary in connection with review (i.e. to Tenant's attorneys or accountants) or as required by law or court order or in connection with enforcing its rights hereunder or as may be shared with assignees or sublessees.

9. INDEMNITY AND INSURANCE

9.1 INDEMNITY.

9.1.1 To the maximum extent this agreement may be made effective according to law but subject to the mutual waiver of subrogation provisions of this Lease, Tenant shall indemnify and save harmless Landlord (together with its officers, directors, stockholders, partners, beneficial owners, trustees, managers, members, employees, agents, contractors and mortgagees) from and against all claims of whatever nature arising from: (a) any act, omission or negligence of Tenant, or Tenant's contractors, licensees, invitees, agents, servants or employees ("Tenant's Agents"), or any default or failure to perform an obligation by Tenant hereunder; or (b) any accident, injury, damage or loss whatsoever caused to any person or property during the Term, and thereafter, so long as Tenant is in occupancy of any part of the Premises, and occurring in the Premises, or arising out of the use and occupancy of the Premises by Tenant and Tenant's Agents; or (c) any accident, injury, damage or loss occurring outside of the Premises, where such accident, injury, damage or loss results or is claimed to have resulted from the act, omission or negligence of Tenant or Tenant's Agents. Tenant's obligations hereunder shall include any other matters for which Tenant has agreed to indemnify Landlord pursuant to any other provision of this Lease.

9.1.2 This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon and providing a defense, with counsel reasonably satisfactory to Landlord (it being agreed that counsel selected by Tenant's insurer shall be satisfactory), at Tenant's sole expense, within thirty (30) days after written demand from Landlord, of any claims, action or proceeding arising out of or relating hereto whether or not litigated or reduced to judgment and whether or not well founded.

9.1.3 The foregoing indemnity and hold harmless agreement shall not apply to claims to the extent arising from the sole negligence or willful misconduct of Landlord, or Landlord's Agents (as defined below).

9.1.4 To the maximum extent this agreement may be made effective according to law, Landlord shall indemnify and save harmless Tenant (together with its officers, directors, stockholders, partners, beneficial owners, trustees, managers, members, employees, agents, contractors and attorneys) from and against all claims of whatever nature arising from any negligence or willful misconduct of Landlord, or Landlord's contractors, licensees, agents, servants or employees ("Landlord's Agents"). Landlord's obligations hereunder shall include any other matters for which Landlord has agreed to indemnify Tenant pursuant to any other provision of this Lease.

9.1.5 This indemnity and hold harmless agreement set forth in Section 9.1.4 above shall include indemnity against all costs, expenses and liabilities reasonably and actually incurred in or in connection with any such claim or proceeding brought thereon and providing a defense, with counsel reasonably satisfactory to Tenant, at Landlord's sole expense, within thirty (30) days after written demand from Tenant, of any claims, action or proceeding arising out of or relating hereto whether or not litigated or reduced to judgment and whether or not well founded. Notwithstanding anything to the contrary contained herein, Landlord shall not be required to indemnify Tenant for any costs, expenses and liabilities incurred as a result of Tenant's or Tenant's Agent's negligence or intentionally wrongful acts.

9.1.6 The foregoing indemnity and hold harmless agreement shall not apply to claims to the extent arising from the sole negligence or willful misconduct of Tenant or Tenant's Agents.

9.2 INSURANCE.

9.2.1 Tenant shall obtain and keep in force and effect during the Term, at its own cost and expense, commercial general liability and property damage insurance, on an occurrence basis, including a special form commercial general liability endorsement, a contractual liability endorsement and host liquor liability coverage, such insurance to afford protection in an amount of not less than \$5,000,000 for injury, death, property damage or other loss arising out of any one occurrence, protecting Tenant as insured, and naming Landlord, Landlord's mortgagees, property managers and managing agents as additional insureds, against any and all claims for bodily injury, personal injury, death, property damage or other loss occurring in, upon, adjacent to or connected with the Premises or any part thereof and contain the "Amendment of the Pollution Exclusion" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. Landlord may from time to time during the Term increase the coverages required of Tenant hereunder to that customarily carried in the area in which the Premises are located on property similar to the Premises, but in no event more frequently than every three (3) years nor sooner than the third (3rd) year after the Rent Commencement Date.

9.2.2 Tenant further agrees to maintain: (a) workers' compensation insurance with a limit of liability as required by law to be maintained; (b) employer's liability insurance with a minimum limit of coverage of Two Million Dollars (\$2,000,000); (c) so called "Special Form" insurance coverage for all of its contents, furniture, furnishings, equipment, improvements, fixtures and personal property located at the Premises providing protection in an amount equal to one hundred percent (100%) of the replacement cost basis of said items; and (d) Tenant shall be deemed to have self-insured for all risks that would have been typically covered by business interruption and extra expense insurance coverage(s).

9.2.3 The insurance required hereunder shall be written by a good and solvent insurance company of recognized standing, authorized to issue insurance for properties in Maine, with a general policyholder's rating of not less than A- and financial rating of not less than Class VIII (as rated in the most current Best's Insurance Reports). Tenant shall procure, maintain and place such insurance and pay all premiums and charges therefor, and upon failure to pay all premiums and charges (and without limiting any other remedies on account thereof), Landlord may, after notice and cure periods, but shall not be obligated to, procure, maintain and place such insurance or make such payments, and in such event, Tenant agrees to pay the amount thereof to Landlord within thirty (30) days after written demand, as additional rent hereunder.

9.2.4 Prior to the Delivery Date (or Tenant's entry into the Building for the purposes of performing any Tenant's Improvements hereunder, satisfactory evidence of such insurance coverages, or appropriate certificates of same (at Landlord's reasonable election) shall be deposited with the Landlord. Any renewals, replacements and endorsements shall also be deposited with Landlord, in the case of renewals, same shall be so deposited prior to the expiration of the prior policy.

9.2.5 Notwithstanding the foregoing, provided the original named Tenant hereunder (or any transferee pursuant to Section 5.3.3 hereof) has and maintains a tangible net worth of at least Two Hundred Fifty Million and 00/100 Dollars (\$250,000,000.00) (in 2014 dollars) as evidenced by Tenant's current audited financial statements or other evidence reasonably satisfactory to Landlord, Tenant shall be permitted to self-insure against the risks for which insurance is required under the Lease for such portion of the minimum coverage limitation, if any, provided in this Section 9.2 as may be established from time to time as the company-wide limit of self-insurance against such risk. To the extent that such Tenant shall self-insure against any risk, Tenant does hereby agree to maintain adequate reserves against claims, losses and liabilities arising from causes which would otherwise have been covered by insurance and to reimburse, pay, indemnify and hold Landlord harmless and defend Landlord against any and all claims, liabilities, losses, damages, expenses and costs which would otherwise have been covered by insurance required herein. Tenant shall provide Landlord with ten (10) business days prior written notice of its election to self-insure the risks set forth in this Section 9.2 together with, upon request, a certification from an officer of Tenant that the applicable party has satisfied all of the requirements therefor, including the tangible net worth and reserve requirements. Notwithstanding any waiver of subrogation rights contained in the Lease, Landlord does not waive any such rights against Tenant with respect to any self-insured risk. Any insurance required to be provided hereunder by Tenant may be provided through a combination of primary and excess or umbrella coverage and may be part of blanket policies covering the Premises and other properties occupied by Tenant or its affiliates. In all events, Tenant may maintain commercially reasonable deductibles in respect of such policies.

9.3 TENANT'S RISK.

To the maximum extent this Agreement may be made effective according to law, Tenant agrees its use and occupancy of the Premises shall be at Tenant's sole risk; and Landlord shall have no responsibility or liability for any loss of or damage to furniture, fixtures, equipment or other personal property of Tenant for any reason whatsoever; and Landlord shall not be responsible or liable for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stopping or leaking of electric cables and wires, water, gas, sewer or steam pipes, sprinklers, and from roof leaks and the like. The provisions of this Section shall be applicable from and after the execution of this Lease, and until the end of the Lease Term, and during such further period as Tenant may use or be in occupancy of any part of the Premises or of the Building.

9.4 INJURY CAUSED BY THIRD PARTIES.

To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of any third parties (excluding Landlord's Agents), including without limitation persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the Building, or otherwise.

9.5 LANDLORD'S INSURANCE.

Landlord shall maintain and keep in effect throughout the Term of this Lease (a) insurance against loss or damage to the Building by fire or other casualty as may be included within either fire and extended coverage insurance or "special form" insurance, and/or such other coverages, amounts and/or endorsements as Landlord determines in its sole but good faith judgment, (b) commercial general liability insurance, and (c) such other insurance coverages and policies as a landlord of a Class A office building would customarily carry in the exercise of reasonably prudent business judgment. The amounts of all such coverages, and the deductibles with respect thereto shall be reasonably consistent with what a landlord of a Class A office building in Portland, Maine would customarily carry in the exercise of reasonably prudent business judgment. Any such coverages may be effected directly and/or through the use of blanket insurance coverage covering more than one location and may contain such commercially reasonable deductibles as Landlord may elect in its reasonable discretion. The cost of all such insurance shall be included as part of Operating Expenses.

10. LANDLORD'S ACCESS TO PREMISES

10.1 LANDLORD'S RIGHT OF ACCESS.

Landlord shall have the right to enter the Premises upon not less than twenty-four (24) hours' notice (except in the event of an emergency) at all reasonable business hours and after normal business hours for the purpose of inspecting or making repairs to the same (or to the Building), and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees or purchasers of any part of the Building (it being acknowledged and agreed that as part of Tenant's Improvements (and the plan review and approval process therefor) a separate entry and corridor shall be laid-out and constructed to provide Landlord secure access to and from the Roof and penthouse thereon). Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of the Premises in connection with Landlord's accessing the Premises as contemplated by this Section 10.1. Except in the event of an emergency, Landlord shall provide Tenant with the opportunity to have such entry shall be accompanied by a representative of Tenant if Tenant so elects.

10.2 EXHIBITION OF SPACE TO PROSPECTIVE TENANTS.

For a period of twelve (12) months prior to the expiration of the Lease Term, and during any period in which Landlord is considering exercising its recapture rights (as provided in Section 5.2), or after Landlord has exercised same, Landlord may have reasonable access to the Premises upon not less than twenty-four (24) hours' notice at all reasonable hours for the purpose of exhibiting the same to prospective tenants. Notwithstanding the foregoing, if Tenant reasonably designates any portion of the Premises as a "secure area", and with respect to Tenant's vaults, safes and cash counters, if any, Landlord will, in connection with any entry by Landlord to such secure area, abide by such reasonable rules, regulations and procedures as Tenant may from time to time establish with respect to entry, including limitation as to time of entry, purpose of entry, and controls by Tenant with respect to the conduct of such

entry, including accompaniment by designated representatives of Tenant; provided Tenant shall use commercially reasonable efforts to accommodate such entry.

10.3 KEYS.

Landlord shall have the right to retain keys and electric codes or card keys to the locks and card key access systems and other security systems on the entry doors to the Premises and all interior doors at the Premises (other than any doors to “secure areas” unless otherwise required by applicable Laws and Restrictions).

11. **FIRE, EMINENT DOMAIN, ETC.**

11.1 FIRE OR OTHER CASUALTY.

11.1.1 If the Premises or the Building are damaged in whole or in part by any fire or other casualty (a “casualty”), the Tenant shall immediately give notice thereof to the Landlord. Unless this Lease is terminated as provided herein, the Landlord, at its own expense (except for any insurance deductibles, which shall be deemed Operating Expenses), and proceeding with due diligence and all reasonable dispatch, but subject to delays beyond the reasonable control of Landlord, shall repair and reconstruct the same so as to restore the Premises (but not any alterations or additions made by or for Tenant or any trade fixtures, equipment or personal property of Tenant) to substantially the same condition they were in prior to the casualty, subject to zoning and building laws then in effect. Notwithstanding the foregoing, in no event shall Landlord be obligated either to repair or rebuild if the damage or destruction results from an uninsured casualty or if the costs of such repairing or rebuilding exceeds the amount of the insurance proceeds (net of all costs and expenses incurred in obtaining same) received by Landlord on account thereof. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from delays in repairing such damage.

11.1.2 The Landlord shall, within forty-five (45) days after the occurrence of a casualty, provide Tenant with a good faith estimate of the time required to repair the damage to the Premises or the Building, as provided herein; if such estimate is for a period of more than two hundred seventy (270) days from the occurrence of the casualty (or the casualty occurs during the last 18 months of the Term and is reasonably estimated to require more than ninety (90) days to restore), the Premises shall be deemed “substantially damaged”. If the Premises or the Building are substantially damaged, Landlord may elect to terminate this Lease by giving Tenant written notice of such termination within sixty (60) days of the date of such casualty; and if the Premises or the Building are substantially damaged, and if as a result the Premises are rendered untenable for the Permitted Use, then Tenant may terminate this Lease by giving Landlord written notice of such termination within sixty (60) days of the date of such casualty. Landlord’s right to terminate this Lease under this Section 11.1 (except in the case of fire or casualty during such 18 month period, and only then if Tenant does not elect to exercise any right to extend the Term as provided herein) is subject to the termination or expiration of all other similarly situated and affected tenants of the Building and shall not be exercised in bad faith.

11.1.3 For so long as such damage results in material interference with the operation of Tenant’s use of the Premises or some material portion thereof which material interference causes Tenant to be unable to use the Premises, the Fixed Rent and additional rent payable by Tenant shall abate or be reduced proportionately for the period, commencing on the day following such material interference and continuing until the Premises has been substantially restored.

11.1.4 If the Premises are damaged by a casualty, and the Lease is not terminated as provided herein, the Tenant, at its own expense, and proceeding with all reasonable dispatch, shall repair and reconstruct all of the improvements, alterations and additions made to the Premises by or for Tenant, including the Tenant's Improvements, if any, and any trade fixtures, equipment or personal property of Tenant which shall have been damaged or destroyed.

11.1.5 Notwithstanding anything contained in this Lease to the contrary, in the event the Lease is not terminated as aforesaid, if Landlord fails to complete such repairs and restoration within three hundred (300) days after the date of the casualty, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days written notice to Landlord, provided however, that if prior to the expiration of such thirty (30) day period Landlord substantially completes such repairs and/or restoration Tenant's termination right hereunder shall be void and of no further force or effect.

11.2 EMINENT DOMAIN.

11.2.1 In the event of any condemnation or taking in any manner for public or quasi-public use, which shall be deemed to include a voluntary conveyance in lieu of a taking (a "taking") of the whole of the Property, this Lease shall forthwith terminate as of the date when Tenant is required to vacate the Premises.

11.2.2 Unless this Lease is terminated as provided herein, the Landlord, at its own expense, and proceeding with due diligence and all reasonable dispatch, but subject to delays beyond the reasonable control of Landlord, shall restore the remaining portion of the Premises (but not any alterations or improvements made by or for Tenant, including the Tenant's Improvements, if any, or any trade fixtures, equipment or personal property of Tenant) and the necessary portions of the Property as nearly as practicable to the same condition as it was prior to such taking, subject to zoning and building laws then in effect. Notwithstanding the foregoing, Landlord's obligation to restore the remaining portion of the Premises shall be limited to the extent of the condemnation proceeds (net of all costs and expenses incurred in connection with same) received by Landlord on account thereof. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from delays in restoring the Premises. Landlord's right to terminate this Lease under this Section 11.2 is subject to the termination or expiration of all other similarly situated and affected tenants of the Building.

11.2.3 In the event that only a part of the Premises or the Property shall be taken, then, if such taking is a substantial taking (as hereinafter defined), either Landlord or Tenant may by delivery of notice in writing to the other within sixty (60) days following the date on which Landlord's title has been divested by such authority, terminate this Lease, effective as of the date when Tenant is required to vacate any portion of the Premises or appurtenant rights. A "substantial taking" shall mean a taking which: requires restoration and repair of the remaining portion of the Property that cannot in the ordinary course be reasonably expected to be repaired within one hundred eighty (180) days; results in the loss of reasonable access to the Premises; results in the loss of more than 25% of the rentable floor area of the Premises; or results in loss of facilities in the Building and Landlord reasonably determines it is not practical to relocate and reconnect such facilities within the remaining Building or Property. Landlord's right to terminate this Lease under this Section 11.2 is subject to the termination or expiration of all other similarly situated and affected tenants of the Building.

11.2.4 If this Lease is not terminated as aforesaid, then this Lease shall continue in full force and effect, provided if as a result of which there is material interference with the operation of Tenant's use of the Premises, then the Fixed Rent and additional rent payable by Tenant shall be justly and equitably abated and reduced according to the nature and extent of the loss of use thereof suffered by Tenant.

11.2.5 Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building, the Lot, and the leasehold interest hereby created (including any award made for the value of the estate vested by this Lease in Tenant), and to compensation accrued or hereafter to accrue by reason of such taking, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign, to Landlord all rights to such damages of compensation. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a separate claim for the value of any of Tenant's personal property and for relocation expenses and business losses, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the taking authority.

12. DEFAULT

12.1 TENANT'S DEFAULT.

The following shall be deemed to be defaults hereunder:

- (a) Tenant's failure to pay Fixed Rent or monthly installments of additional rent on or before the first (1st) day of each month, which failure is not cured within five (5) business days after notice from Landlord thereof; or
- (b) Tenant's failure to pay additional rent (except monthly installments thereof) or any other charges for which provision is made herein on or before the date on which the same become due and payable, which failure is not cured within five (5) business days after notice from Landlord thereof; or
- (c) Tenant's failure to perform or observe any other covenants, terms or conditions contained in this Lease, which failure is not cured within thirty (30) days after notice from Landlord thereof; provided, however, that if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence (but in any event within one hundred eighty (180) days) after Landlord's notice thereof; or
- (d) If the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other-similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Code now or hereafter enacted or if Tenant shall file a petition for such reorganization or for arrangements under any provision of the Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts (references herein to Tenant shall include any guarantor of Tenant's obligations hereunder) and in the case of any such involuntary action the same is not dismissed within sixty (60) days of its initiation; or
- (e) Intentionally Omitted; or
- (f) If Tenant is a corporation or a partnership, the dissolution or liquidation of Tenant; or

- (g) If Tenant's obligations under this Lease are guaranteed: (i) the death of a guarantor, (ii) the termination of a guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a guarantor's refusal to honor the guaranty, or (v) a guarantor's breach of its guaranty obligation on an anticipatory breach basis.

12.2 REMEDIES.

12.2.1 In the event any default shall occur (notwithstanding any license of a former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, immediately or at any time thereafter, and without demand or notice: enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant and remove its or their effects (forcibly, if necessary) without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and, with or without making such entry as aforesaid, Landlord shall have the right, by suitable notice to Tenant, forthwith to terminate this Lease.

12.2.2 Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings or otherwise, and notwithstanding any such termination, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof. In the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord in reletting, after deduction of all expenses incurred in reletting the premises (including, without limitation, remodeling and repair costs, brokerage fees, advertising costs, inspection fees, free rent and rental concessions, tenant allowances, and attorneys' fees and costs, and the like), and in collecting the rent in connection therewith, in the following manner:

Amounts received by Landlord after reletting shall first be applied against such Landlord's expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered, the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant. Further, amounts received by Landlord from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period, nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms.

As an alternative, at the election of Landlord, Tenant will upon such termination, pay to Landlord, as damages, such a sum as at the time of such termination represents the present discounted value of the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Lease Term if the Lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises for the balance of the term. The present discounted value of such amount shall be determined by application

of the prime rate of interest then established by Bank of America, National Association or its successor. For the purposes of this Section, if Landlord elects to require Tenant to pay damages in accordance with this subsection, the total rent shall be computed by assuming that Tenant's share of additional rent would be, for the balance of the unexpired term, the amount thereof (if any) for the immediately preceding annual period payable by Tenant to Landlord.

12.2.3 In lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section, Landlord may, by written notice to Tenant, at any time after termination of this Lease or repossession of the Premises, elect to recover, and Tenant shall thereupon pay, Liquidated Damages. "Liquidated Damages" shall be equal to (a) the aggregate of the Fixed Rent and additional rent accrued in the twelve (12) months ended next prior to such termination or repossession (but not more than the Fixed Rent and additional rent due for the then remainder of the Term); plus (b) the amount of rent of any kind and the remaining unamortized cost of any Leasing Costs accrued and unpaid at the time of termination or repossession accrued and unpaid at the time of termination or repossession. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

12.2.4 Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorney's fees incurred by Landlord in enforcing this Lease from and after Tenant's default.

12.2.5 Notwithstanding anything to the contrary in this Lease, in no event shall Landlord be entitled to recover consequential damages from Tenant hereunder, and Landlord hereby waives its right to recover punitive, special or consequential damages arising out of any act, omission or default by Tenant.

12.3 INTEREST ON LATE PAYMENTS.

If any payment of Fixed Rent, additional rent or any other payment payable hereunder by Tenant to Landlord shall not be paid when due, the same shall bear interest from the date when the same was payable until the date paid at the lesser of (a) 15% per annum, compounded monthly, or (b) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute additional rent payable within thirty (30) days of demand therefor by Landlord.

12.4 LANDLORD'S DEFAULT.

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within 30 days, or such additional time as is reasonably required to correct any such default, after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. It is the express understanding and agreement of the parties and a condition of Landlord's agreement to execute this Lease that, except as otherwise expressly and specifically stated in this Lease, in no event shall Tenant have the right to terminate this Lease or seek an abatement to or offset from Fixed Rent or Additional Rent as a result of Landlord's default, but Tenant shall be entitled to seek all other remedies, at law or equity, as a result of such default. Tenant hereby waives its right to recover punitive, special or consequential

damages arising out any act, omission or default by Landlord (or any party for whom Landlord is responsible).

12.5 COSTS OF ENFORCEMENT.

Landlord and Tenant shall each pay all reasonable costs and expenses (including without limitation reasonable attorney's fees) incurred by the other party in enforcing the other party's obligations or its rights under this Lease, provided such other party prevails in enforcing such obligations or rights, such costs not to accrue for the purposes hereof until the expiration of any notice and cure period with respect to such default.

12.6 BANKRUPTCY AND INSOLVENCY.

If the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent, according to law, or if any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors (and as to such matters involuntarily taken against Tenant, Tenant has not within sixty (60) days thereof obtained a release or discharge therefrom), then this Lease may be canceled at the option of Landlord. If, as a matter of law, Landlord has no right upon the bankruptcy of Tenant to terminate this Lease then, the rights of Tenant, as debtor, or its trustee, shall be deemed abandoned or rejected unless Tenant, as debtor, or its trustee, (a) within sixty (60) days after the date of the order for relief under Chapter 7 of the Bankruptcy Code or sixty (60) days after the date the petition is filed under Chapter 11 of the Bankruptcy Code assumes in writing the obligations under this Lease, (b) cures or adequately assures the cure of all defaults existing under this Lease on Tenant's part within such sixty (60) days, and (c) furnishes adequate assurance of future performance of the obligations of Tenant under this Lease. Adequate assurance of curing defaults means the posting with Landlord of a sum in cash sufficient to defray the costs of such cure.

Tenant shall not be permitted to assume and assign this Lease in connection with any bankruptcy or insolvency proceedings without full and complete compliance with the following provisions: (a) Landlord is provided with the following information regarding the party desiring to assume the Lease ("Assumptor") which Landlord in its sole and absolute discretion deems sufficient (1) organizational information regarding the Assumptor (2) audited financial statements for the three (3) most recent fiscal years, and (3) such other information as Landlord deems appropriate, (b) Landlord determines that the use of the Demised Premises by the intended Assignee is compatible with the character of the Building, (c) all existing defaults under this Lease are cured at least ten (10) days prior to any hearings in connection with Tenant's request to assume and assign the Lease, (d) the Assumptor at any such hearing provides adequate assurance of its future performance of the Lease as determined by Landlord in its sole and absolute discretion, which adequate assurance shall include at least the following: (1) posting of a security deposit equal to six (6) Monthly Installments of Fixed Rent, if such was not already posted by Tenant, (2) paying in advance to Landlord the next six (6) Monthly Installments of Fixed Rent, or posting an irrevocable letter of credit for such amount, (3) establishing with Landlord an escrow in advance for the full cost of all real estate taxes, and insurance, as required under the Lease for the next twelve (12) months of the Lease and thereafter on an annual basis in advance, (4) providing Landlord with an unconditional continuing guarantee of the Lease executed by the owners or officers of the Assumptor as determined by Landlord in its sole and absolute discretion, and (5) the Assumptor executes a written agreement assuming the Lease and such Lease amendments as are necessary, which agreements and amendments are satisfactory to Landlord in its sole and absolute discretion.

12.7 LIMITED SELF-HELP.

If Landlord fails to commence and thereafter diligently pursue any repairs or maintenance pursuant to Landlord's obligations set forth herein after Tenant has given Landlord thirty (30) day's prior written notice of such failure, (Landlord's failure following notice and the opportunity to cure as provided for in this Section being referred to herein as "Landlord's Premises Maintenance Failure"), and such Landlord's Premises Maintenance Failure materially adversely affects Tenant's ability to operate its business in the Premises, Tenant may, at its option, provide Landlord notice ("Tenant Self-Help Notice") that Tenant intends to perform such maintenance or repair. If Landlord fails to commence such maintenance or repair within ten (10) days of receiving Tenant's Self-Help Notice, Tenant may, at its option put or cause the same to be put in the condition and state of repair required hereunder provided all such work is performed in a first-class manner and does not void any bonds, guaranties or warranties on the Premises. Landlord shall reimburse Tenant the actual and reasonable amounts incurred by Tenant in performing such repairs within thirty (30) days after delivering to Landlord written reasonably substantiated statements and copies of paid invoices from Tenant's contractor(s) and/or vendor(s). Tenant shall not be permitted to make structural repairs, repairs outside the Premises or repairs which impact any other tenant or occupant of the Building. In the event such repairs are bona fide emergency repairs (*i.e.*, imminent peril to persons or property or Tenant's continued ability to operate at the Premises) Tenant's notice may be by telephone to a principal or property management contact at Landlord, with follow-up such written notice, and shall provide such amount of time as is reasonable in the circumstances, and Landlord shall immediately respond (as is reasonable in the circumstances) or Tenant may, after such notice to Landlord, cause such emergency repairs to be made pursuant to the requirements set forth herein; provided, however, in no event shall the cost of emergency repairs exceed \$20,000.00 without Landlord's prior written approval.

12.8 MITIGATION OF DAMAGES.

The parties hereto agree to use reasonable efforts to mitigate their respective damages in the event of a default by the other party. In accordance therewith, subject to the conditions and limitations hereafter set forth, Landlord agrees to use good faith efforts to relet the Premises after Tenant vacates the Premises in the event that this Lease is terminated by Landlord as the result of an event of default hereunder and otherwise mitigate its damages. Marketing of the Premises in a manner similar to the manner in which Landlord markets other premises within Landlord's control in the Building shall be deemed to have satisfied Landlord's obligation to use "good faith efforts" to relet the Premises. In no event shall Landlord be required to (a) solicit or entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of Tenant, (b) relet the Premises before leasing other vacant space in the Building, (c) lease the Premises for a rental or upon terms and conditions less than the current fair market rental and terms and conditions then prevailing for similar office space in the Building, or (d) enter into a lease with any proposed tenant that does not have, in Landlord's good faith opinion, sufficient financial resources or operating experience to operate the Premises in a first-class manner.

12.9 FORCE MAJEURE.

Except for the payment of sums of money due from one party to the other and Tenant's obligations under Section 13.21, if either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, government regulations, unusually severe weather, or other causes beyond such party's reasonable control (financial inability excepted) (a "Force Majeure Event"), the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall exercise good

faith efforts to remedy any such cause of delay or cause preventing performance and shall provide prompt written notice to the other upon becoming aware of the facts and circumstances giving rise to the Force Majeure Event.

13. MISCELLANEOUS PROVISIONS

13.1 EXTRA HAZARDOUS USE.

Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises or the Property, or bring in anything or keep anything therein which shall increase the rate of insurance on the Premises or on the Property above the standard rate applicable to premises being occupied for the use to which Tenant has agreed to devote the Premises; and Tenant further agrees that in the event that Tenant shall do any of the foregoing, Tenant will promptly pay to Landlord, within thirty (30) days of demand, any such increase resulting therefrom which shall be due and payable as additional rent hereunder. Landlord represents to Tenant that Tenant's use of the Premises for the Permitted Use shall not result in any such increase.

13.2 WAIVER.

13.2.1 Failure on the part of one party to complain of any action or nonaction on the part of the other party, no matter how long the same may continue, shall never be a waiver by failing party of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by a party shall be construed as a waiver of any of the other provisions hereof, and, a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of a party hereto or of any action by the other party requiring such consent or approval shall not be construed to waive or render unnecessary such party's consent or approval to or of any subsequent similar act by the other party.

13.2.2 No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. In no event shall Tenant ever be entitled to receive interest upon, or any payments on account of earnings or profits derived from any payments hereunder by Tenant to Landlord.

13.3 COVENANT OF QUIET ENJOYMENT.

Tenant, upon payment of the rent and the observing, keeping and performing all of the covenants, terms and provisions of this Lease on Tenant's part to be observed, kept and performed (subject to any applicable notice or cure period), shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof, without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Premises superior to that of Tenant, subject, however, to the rights of the holders of mortgages on the Property, and subject to the terms and conditions of this Lease. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, expressed or implied.

13.4 LANDLORD'S LIABILITY.

13.4.1 It is understood and agreed that the obligations, covenants or liabilities of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to

breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder. Further, Tenant specifically agrees to look solely to Landlord's then equity interest in the Building (and the rents, proceeds and profits from the sale or transfer thereof), or in which Landlord holds an interest as ground lessee, for recovery of any judgment from Landlord; it being specifically agreed that Landlord (original or successor and their respective officers, directors, stockholders, partners, managers, members, beneficial owners, trustees, employees, agents, contractors, attorneys, and mortgagees), shall never be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The provision contained in the foregoing sentence is not intended to, and shall not limit, any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any action not involving the personal liability of Landlord (original or successor) or not involving any claim in monetary damages from Landlord's assets other than a claim limited to Landlord's equity interest aforesaid in the Building. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord or Tenant ever be liable for any indirect, special or consequential damages suffered by the other party from any cause whatsoever, subject, however, to the damages set forth in Section 13.21 below.

13.4.2 Subject to the provisions of Section 7.2.5, with respect to any services, including, without limitation, electric current or water to be furnished by Landlord to Tenant, or obligations to be performed by Landlord hereunder, Landlord shall in no event be liable for failure to furnish or perform the same when (and the date for performance of the same shall be postponed so long as Landlord is) prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or perform such obligations or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or Tenant's Agents.

13.5 NOTICE TO MORTGAGEE AND GROUND LESSOR.

After receiving written notice from any person, firm or other entity that it holds a mortgage which includes the Premises as part of the mortgaged premises, or that it is the ground lessor under a lease with Landlord, as ground lessee, which includes the Premises as part of the demised premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder or ground lessor, and the curing of any of Landlord's defaults by such holder or ground lessor shall be treated as performance by Landlord. For the purposes of this Lease, the term "mortgage" includes a mortgage on a leasehold interest of the Landlord (but not one on Tenant's leasehold interest).

13.6 ASSIGNMENT OF RENTS.

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property which includes the Premises, Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder or ground lessor shall, by notice sent to Tenant, specifically otherwise elect; and
- (b) that, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or in the case of a ground lessor, the assumption

of Landlord's position hereunder by such ground lessor. In no event shall the acquisition of title to the Building and the land on which the same is located by a purchaser which, simultaneously therewith, leases the entire Building or such land back to the seller thereof, be treated as an assumption by operation of law or otherwise of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such seller. For all purposes such seller-lessee, and its successors in title, shall be the landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessor.

13.7 MECHANIC'S LIENS.

Tenant agrees within twenty (20) days after notice of the filing of same to discharge (either by payment or by the filing of the necessary bond, or otherwise) any mechanics', materialmen's or other lien or encumbrance against the Premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises. If Tenant shall fail to so discharge such lien or encumbrance within twenty (20) days after notice thereof then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge same (either by payment or by filing of the necessary bond or otherwise) and any amount paid by Landlord for any of the aforesaid purposes, and all actual and legal and other expenses of Landlord, including actual reasonable counsel fees, in or about procuring the discharge of such lien, together with all necessary disbursements in connection therewith, and together with interest thereon at the rate set forth in Section 12.3 from the date of payment, shall be repaid by Tenant to Landlord within thirty (30) days after reasonably substantiated written demand, and if unpaid may be treated as additional rent.

13.8 NO BROKERAGE.

Each party warrants and represents to the other party that it has not dealt with any broker other than the Brokers, named in Section 1.2 hereof, in connection with the consummation of this Lease, and in the event any claim is made against the other party relative to dealings with brokers other than the Brokers, the breaching party shall defend the claim against the non-breaching party and save harmless and indemnify the non-breaching part on account of loss, cost or damage which may arise by reason of any such claim. Landlord is responsible for the payment of the commission due to the Brokers under a separate agreement therewith.

13.9 INVALIDITY OF PARTICULAR PROVISIONS.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

13.10 PROVISIONS BINDING, ETC.

Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and assigns. If two or more persons or entities

are named as Tenant herein, each of such person or entity shall be jointly and severally liable for the obligations of the Tenant hereunder, and Landlord may proceed against any one without first having commenced proceedings against any other of them. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by those provisions of Section 5 hereof or for which no consent to assignment is required thereunder pursuant to the terms thereof.

13.11 RECORDING.

Tenant agrees not to record the within Lease, but, if required by applicable law in order to protect Tenant's interest in the Premises, each party hereto agrees, on the request of the other, to execute a so-called memorandum of lease or short form lease in recordable form and complying with applicable law and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease.

13.12 NOTICES.

Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be deemed duly given if sent either (i) by overnight mail service as provided by the U.S. mail or by a nationally recognized private common carrier with provisions for receipt of delivery, or (ii) by hand, and addressed as follows:

- (a) If intended for Landlord, addressed to Landlord at the Present Mailing Address of Landlord (as set forth in Section 1.2 of this Lease) with a copy to Sherin and Lodgen LLP, 101 Federal Street, Boston, Massachusetts 02110 Attn: Robert M. Carney (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice).
- (b) If intended for Tenant: at the Present Mailing Address of Tenant (as set forth in Section 1.2 of this Lease (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice).

All such notices shall be effective when received or first refused. Attorneys shall be permitted to give notice on behalf of the parties.

13.13 WHEN LEASE BECOMES BINDING.

Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

13.14 PARAGRAPH HEADINGS.

The section and paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease. This Lease shall be interpreted as if it was prepared by both parties and ambiguities shall not be resolved in favor of Tenant because all or a portion of this Lease was prepared by Landlord. As used in this Lease the words tenant and landlord include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine gender.

13.15 RIGHTS OF MORTGAGEE.

Subject to compliance with the terms of this Section 13.15, this Lease shall be subordinate to any existing mortgage currently encumbering the Premises and to any and all advances made or to be made thereunder and any extensions, renewals or modifications thereof, unless the holder of such mortgage elects to cause the Lease to be superior to such mortgage. Subject to compliance with the terms of this Section 13.15, this Lease shall be subordinate to any future mortgages or ground leases from time to time encumbering the Premises, executed or delivered subsequent to the date of this Lease and to any and all advances made or to be made thereunder and any extensions, renewals or modifications thereof (unless the holder or ground lessor elects to cause the Lease to be superior to such mortgage or ground lease), provided such mortgagee or ground lessor enters into an agreement (upon such terms as are customarily required by institutional lenders) recognizing Tenant under this Lease and providing that in the event of a foreclosure Tenant shall remain undisturbed under this Lease if Tenant is not in default (after applicable notice and grace periods) under any of the terms and conditions of this Lease (a “nondisturbance agreement”). Tenant agrees to execute such instruments of subordination in confirmation of the foregoing agreement as such holder may request. As a condition to Tenant’s subordination as provided hereunder, Landlord agrees to obtain a commercially reasonable nondisturbance agreement on Tenant’s behalf from the holder of the existing mortgage and any future mortgage on the Premises in the form attached hereto as **Exhibit E**. Landlord shall obtain a nondisturbance agreement from its existing lender contemporaneously with (within sixty (60) days of) the execution and delivery of this Lease.

13.16 STATUS REPORT.

Recognizing that the parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, purchasers or the like, the then current status of performance hereunder, Tenant or Landlord, on the request of the other made from time to time, will within fourteen (14) business days of such request furnish to Landlord, or the holder of any mortgage encumbering the Premises, or such other party, as the case may be, a statement in reasonable form provided by the requesting party pertaining to this Lease, including, without limitation:

- (a) That the Lease is unmodified and in full force and effect or, if there has been any modification, that the same is in full force and effect, as modified and stating any such modification;
- (b) Whether or not there are any existing setoffs or defenses against the enforcement of any of the terms, agreements, covenants and conditions of this Lease and any modifications thereof on the part of the requesting party to be performed or complied with, and if so, specifying the same;
- (c) The date to which Fixed Rent and all additional rent and other charges have been paid; and

- (d) Any other matters reasonably requested by the requesting party.

Any statement furnished pursuant to this Section may be relied upon by the requesting party, any mortgagee or ground lessee, any purchaser, or by any other third party interested in the status of this Lease or the Premises. At the requesting party's option, the failure of the other party to deliver such statement within five (5) days after the requesting party's second request (so marked in bold and capital letters in the cover correspondence) such time shall constitute a default of the other party hereunder without the requirement for further notice, or it shall be conclusive upon the failing party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, (iii) not more than one month's Fixed Rent has been paid in advance, (iv) all tenant improvements to be constructed by Landlord, if any, have been completed in accordance with Landlord's obligations and (v) Tenant has taken possession of the Premises.

13.17 TENANT'S FINANCIAL CONDITION.

The provisions of the following sentence shall *not* be applicable so long as the Tenant is a corporation, the outstanding voting stock of which is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another corporation, the voting stock of which is so listed or if Tenant's financial statements are otherwise publically available. Subject to the foregoing sentence, upon Landlord's request, which may be made no more often than semi-annually, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, then current financial statements of Tenant, audited (if audited statements have been recently prepared on behalf of Tenant, or otherwise certified as being true and correct by the chief financial officer of Tenant).

13.18 ADDITIONAL REMEDIES OF LANDLORD; SURVIVAL.

13.18.1 Landlord shall have the right, but shall not be required to do so, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease (beyond any applicable notice or cure period), and in the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord within thirty (30) days after reasonably substantiated written demand all such sums; and if Tenant shall default in such payment, Landlord shall have the same rights and remedies as Landlord has hereunder for the failure of Tenant to pay the Fixed Rent.

13.18.2 Except as otherwise set forth herein, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord), shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

13.19 WAIVER OF COUNTERCLAIMS.

If Landlord commences any summary proceeding for possession of the Premises based on an event of default by Tenant hereunder, Tenant hereby waives the right to interpose any non-compulsory counterclaim of whatever nature or description in any such proceeding; provided, however, that Tenant shall have the right to bring a separate action against Landlord to the extent otherwise allowed under this Lease as long as Tenant does not attempt to have such action joined or otherwise consolidated with Landlord's summary proceeding.

13.20 CONSENTS.

Except as otherwise specifically provided in this Lease, any consent or approval to be given by Landlord under this Lease may be withheld or denied at Landlord's sole and absolute discretion. Whenever in this Lease the consent or approval of Landlord is required, and it is specifically provided that such consent or approval is not to be unreasonably withheld, delayed or conditioned, but nevertheless Landlord shall refuse or delay or condition such consent or approval, Tenant shall not be entitled to make any claim, and Tenant hereby waives any claim, for money damages (nor shall Tenant claim any money damages by any setoff, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord unreasonably withheld or delayed or conditioned its consent or approval; and Tenant's sole remedy in such circumstances shall be an action or proceeding for specific performance, injunctive relief or declaratory judgment.

13.21 HOLDING OVER.

If for any reason Tenant holds over or occupies the Premises beyond the Term, Tenant shall have no more rights than a tenant by sufferance (or, at Landlord's sole option, such holding over shall constitute a tenancy from month to month, terminable by either party upon thirty (30) days prior written notice to the other); and, in any case, Tenant shall be liable for payment of rent during such period in an amount equal to one and one-quarter (1.25) times the rent (including Fixed Rent and all additional rent) payable hereunder during the final year of the Term prior to such holding over, for the first thirty (30) days of such holdover, or portion thereof, and two (2) times the rent (including Fixed Rent and all additional rent) payable hereunder during the final year of the Term prior to such holding over, for any subsequent period or portion thereof, thereafter that Tenant so holds over or occupies the Premises, with such tenancy otherwise on the same terms and conditions as set forth in the Lease, as far as applicable. In addition, if Tenant holds over beyond any ninety (90) day written notice, Tenant shall save Landlord, its agents and employees harmless and will exonerate, defend and indemnify Landlord, its agents and employees from and against any and all damages, including special or consequential damages, which Landlord may suffer on account of such hold over, not to exceed \$1,500,000.00 in the aggregate. Nothing in this Section shall be construed to permit such holding over, or to limit Landlord's other rights and remedies on account thereof.

13.22 NON-SUBROGATION.

Landlord and Tenant mutually agree that, with respect to any hazard which is covered by property insurance then being carried by them or required to be carried by them pursuant to the terms of this Lease, respectively, the one carrying such insurance and suffering such loss releases the other and those claiming through or under the other of and from any and all claims with respect to such loss, to the extent of such coverage; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other or those claiming through or under the other on account thereof. Such waiver shall be included in the policy, or such other party shall be named as an additional insured in such policy, and the other party shall reimburse the party paying such premium the amount of such extra premium. Neither party's rights and benefits under such waiver shall be impaired or diminished by a deficiency in insurance proceeds caused by (a) a party's failure to carry the insurance required by this Lease or a party's election to self-insure; (b) a party's election to carry insurance in an amount less than one hundred percent (100%) of replacement cost; (c) any deductible under any insurance carried by a party, or (d) any amount of insurance proceeds appropriated by Landlord's mortgagee or holder of a superior interest in such proceeds.

13.23 ENVIRONMENTAL HAZARDS.

13.23.1 Tenant and Tenant's Agents shall not use, maintain, generate, allow or bring on the Premises or the Property or transport or dispose of, on or from the Premises or the Property (whether into the ground, into any sewer or septic system, into the air, by removal off-site or otherwise) any Hazardous Matter (as hereinafter defined).

13.23.2 Tenant shall promptly deliver to Landlord copies of any notices, orders or other communications received from any governmental agency or official affecting the Premises and concerning alleged violations of the Environmental Requirements (hereinafter defined).

13.23.3 Tenant shall save Landlord (together with its officers, directors, stockholders, partners, beneficial owners, trustees, managers, members, employees, agents, contractors, attorneys, and mortgagees) harmless and indemnified from and against any and all Environmental Damages (hereinafter defined) which may be asserted by Tenant, any other person or entity, or government agency or which the indemnified parties may sustain or be put to on account of: (a) the presence or release of any Hazardous Matter upon, in or from the Premises during the Term and during any period when the Tenant, or Tenant's Agents are occupying the Premises or any part thereof, unless proven to have been caused by Landlord or Landlord's employees, agents or contractors; provided, however, in no event shall Tenant be liable for any Hazardous Materials existing in the Premises as of the Delivery Date (unless same such condition was exacerbated by Tenant or Tenant's contractors, subcontractors, agents, subtenants, assigns, etc.); (b) the presence or release of any Hazardous Matter upon, in or from the Property caused by the act, omission or default of Tenant or Tenant's Agents; (c) the activities or other action or inaction of Tenant or Tenant's Agents in violation of Environmental Requirements; and (d) the breach of any of Tenant's obligations under this Section 13.23.

13.23.4 The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord under this Lease or otherwise at law or in equity, and in the case of conflict between this Section 13.23 and any other provision of this Lease, the provision imposing the most stringent requirement on Tenant shall control. The obligations of Tenant under this Section 13.23 shall survive the expiration or termination of this Lease and the transfer of title to the Premises.

13.23.5 With the understanding that Landlord has made no recent environmental site assessment or inspection of the Premises or Property, Landlord warrants and represents that it has received no written notice of any Hazardous Matter in or on the Premises or the Property that violates Environmental Requirements and Landlord shall save Tenant (together with its officers, directors, stockholders, partners, beneficial owners, trustees, managers, members, employees, agents, contractors, attorneys, and mortgagees) harmless and indemnified from and against any breach of the foregoing representation and warranty which may be incurred by or asserted against Tenant.

13.23.6 If, during the course of completing the Base Building Work or Tenant's Improvements, any Hazardous Matter is discovered in the Building in violation of applicable Environmental Requirements, and if such Hazardous Matter was not brought into the Building by or on behalf of Tenant (e.g., by Tenant's contractors, subcontractors, agents, subtenants, assigns, etc.), then Landlord shall remove or remediate such Hazardous Matter as and to the extent required by, and in accordance with, applicable Environmental Requirements, at no cost to Tenant, either directly or indirectly by inclusion of such costs as Operating Expenses under this Lease or Operating and Maintenance Costs under the Current Lease, as the case may be and Landlord shall conduct such remediation in such a manner so as to reduce to a minimum any interference with Tenant's Improvements if same have commenced; provided, however, that if any such Hazardous Matter was not brought to the Building by or on behalf of Tenant (e.g., by Tenant's contractors, subcontractors, agents, subtenants, assigns, etc.), but its condition was exacerbated by Tenant (or Tenant's contractors, subcontractors, agents, subtenants, assigns, etc.), the cost

of such removal or remediation shall be equitably borne by Landlord and Tenant based upon the degree to which Tenant's (or such other Tenant parties') actions have increased the cost of such removal or remediation. In the event such remediation results in material interference with the operation of Tenant's use of the Premises or some material portion thereof which material interference actually causes Tenant to be unable to use the Premises, the Fixed Rent payable by Tenant shall abate or be reduced proportionately for the period, commencing on the day following such material interference and continuing until the Premises has been substantially restored.

13.23.7 The following terms as used herein shall have the meanings set forth below:

"Hazardous Matter" shall mean any substance: (i) which is or becomes defined as Hazardous Substance, Hazardous Waste, Hazardous Material, Oil or similar substance or material under any Laws and Restrictions, including but not limited to The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., and the regulations promulgated thereunder, as same may be amended from time to time; or (ii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous to health or the environment and which is or becomes regulated and the presence of which requires investigation or remediation pursuant to any applicable law.

"Environmental Requirements" shall mean all applicable law, the provisions of any and all approvals, and the terms and conditions of this Lease insofar as same relate to the release, maintenance, use, keeping in place, transportation, disposal or generation of Hazardous Matter, including without limitation those pertaining to reporting, licensing, permitting, health and safety of persons, investigation, containment, remediation, and disposal.

"Environmental Damages" shall mean all liabilities, injuries, losses, claims, damages, settlements, attorneys' and consultants' fees, fines and penalties, interest and expenses, and costs of environmental site investigations, reports and cleanup, including without limitation costs incurred in connection with: any investigation or assessment of site conditions or of health of persons using the Building or the Lot; risk assessment and monitoring; any cleanup, remedial, removal or restoration work required by any governmental agency or recommended by Landlord's environmental consultant; any decrease in value of Landlord's Property; any damage caused by loss or restriction of rentable or usable space in Landlord's Property; or any damage caused by adverse impact on marketing or financing of Landlord's Property.

13.23.8 Nothing contained herein shall prohibit Tenant from using small amounts of Hazardous Materials in connection with office use (such as cleaning materials, copier toners, etc.) provided same are used and stored in compliance with all Environmental Requirements.

13.24 ENERGY CONSERVATION.

Tenant shall have the right at its sole cost and expense, but not the obligation, to pursue a LEED designation of the Premises in which event Landlord will cooperate, at Tenant's sole cost and expense, and at no risk or liability to Landlord or the other tenants or occupants of the Building, with Tenant in the application and, if applicable, certification of the Premises pursuant to LEED standards or such equivalent standards as Tenant may require. Landlord's cooperation may include, without limitation, access to Building systems for purposes of measurement or commissioning, access to base building information for LEED credit documentation purposes, and signing documentation in connection with such pursuit. In addition, Landlord may institute and, to the extent reasonably practicable without (a) materially adversely

affecting Tenant's use and occupancy of the Premises as contemplated hereunder or (b) requiring Tenant to incur any capital or extraordinary expense, Tenant shall comply (and cause its employees to comply) with, such policies, programs and measures as may be necessary, required, or expedient for the reasonable conservation and/or preservation of energy or energy services, or as may be necessary or required to comply with applicable legal requirements or any recognized so-called "green building" certification (such as LEED) as may be in effect for, or Landlord may reasonably make applicable to, the Building generally.

13.25 GOVERNING LAW.

The Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine as the same may from time to time exist.

13.26 CUSTOMER PRIVACY REGULATIONS.

No computer servers, desktop stations, laptops, files or other personal property which could reasonably be expected to contain customer information (collectively, the "Protected Items") shall become the property of or shall be knowingly disposed of by Landlord. If Tenant holds over in the Premises beyond its rights to do so pursuant to the Lease and Protected Items remain in the Premises, then Landlord may arrange for storage of such Protected Items at Tenant's sole cost and expense for a period of not less than ninety (30) days after first providing an additional written notice to Tenant and five (5) additional business days from Tenant's receipt of such notice to retrieve said Protected Items. The parties acknowledge the Protected Items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling. Any removal or storage of Tenant's property shall be solely at Tenant's cost and responsibility and Landlord shall have no liability therefor.

13.27 INTENTIONALLY OMITTED.

13.28 SECURITY MEASURES.

Portions of the common areas of the Building and Property are currently served by a closed circuit video surveillance system which is monitored, from time to time, by building security personnel. Tenant acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises or the Property, and Landlord shall have no liability to Tenant due to its failure to provide such services. Tenant acknowledges, however, that Landlord shall have the right at any time or from time to time, in its sole discretion, to alter or modify the security services and provisions at or about the Building and Property. Tenant assumes all responsibility for the protection of Tenant, its agents, employees, contractors and invitees and the property of Tenant and of Tenant's agents, employees, contractors and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from implementing security measures for the Building or any part thereof, in which event Tenant shall participate in such security measures and the cost thereof shall be included within the definition of Operating Expenses. Landlord shall have the right, but not the obligation, to require all persons entering or leaving the Building to identify themselves to a security guard and to reasonably establish that such person should be permitted access to the Building. In addition, Tenant shall have the right, but not the obligation, to install security and access systems within the Premises and to connect Tenant's security and access systems to the security and access systems serving the Building, subject to Landlord's prior written approval (not to be unreasonably withheld), and so long as same can be done at no harm, expense, liability or risk to Landlord or the Building (or the other tenants and occupants therein). Landlord agrees to reasonably cooperate with Tenant, at no cost or

liability to Landlord, in order for Tenant to develop its own emergency action plans for the Premises, which shall work in conjunction with the Building plans, if any, from time to time, by providing such information with respect to the Building as Tenant may reasonably request from time to time.

13.29 EASEMENTS.

Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of or access to the Premises. The obstruction of Tenant's view, air, or light by any structure erected in the vicinity of the Property, whether by Landlord or third parties, shall in no way affect this Lease or impose any liability upon Landlord.

13.30 CHANGES TO PROPERTY.

Landlord shall have the right, from time to time, to make changes to the size, shape, location, number and extent of the improvements comprising the Property and to consent to changes in the common areas serving same (hereinafter referred to collectively as "Changes") including, but not limited to, the Building interior and exterior, the common areas and elements thereof, elevators, escalators, restrooms, HVAC, electrical systems, communication systems, fire protection and detection systems, plumbing systems, security systems, driveways, entrances, and landscaped areas. In connection with the Changes, Landlord may, among other things, erect scaffolding or other necessary structures at the Property, limit or eliminate access to portions of the Property, including portions of the common areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Once commenced, Landlord shall diligently pursue and complete any such Changes. Tenant hereby agrees that such Changes and Landlord's actions in connection with such Changes shall in no way constitute a constructive eviction of Tenant or entitle Tenant to any abatement of rent. Landlord shall use commercially reasonable efforts to minimize any material interference of Tenant's use or occupancy of or access to the Premises, and so long as Landlord uses such efforts, Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Changes, nor shall Tenant be entitled to any compensation or damages from Landlord for any inconvenience or annoyance occasioned by such Changes or Landlord's actions in connection with such Changes. Landlord shall keep Tenant reasonably apprised of any such Changes that will have a direct impact on Tenant and reasonably cooperate in connection with minimizing the impact of same.

13.31 INCORPORATION OF PRIOR AGREEMENTS.

This Lease and the Exhibits hereto contain all agreements of the parties with respect to the Lease of the Premises and any other matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. Except as otherwise stated in this Lease, Tenant hereby acknowledges that no real estate broker nor Landlord or any employee or agents of any of said persons has made any oral or written warranties or representations to Tenant concerning the condition or use by Tenant of the Premises or the Property or concerning any other matter addressed by this Lease.

13.32 AMENDMENTS.

This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

13.33 COVENANTS.

This Lease shall be construed as though Landlord's covenants contained herein are independent and not dependent and Tenant hereby waives the benefit of any law to the contrary. All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions.

13.34 AUCTIONS.

Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the Property. The holding of any auction on the Premises or Common Areas in violation of this Section 13.33 shall constitute a default hereunder.

13.35 MERGER.

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not result in the merger of Landlord's and Tenant's estates, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

13.36 AUTHORITY.

If Tenant is a corporation, limited liability corporation, trust, or general or limited partnership, Tenant, and each individual executing this Lease on behalf of such entity, represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of said entity, that said entity is duly authorized to enter into this Lease, and that this Lease is enforceable against said entity in accordance with its terms.

13.37 RELATIONSHIP OF PARTIES.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

13.38 RIGHT TO LEASE; LIMITED EXCLUSIVITY.

Landlord reserves the absolute right to effect such other tenancies in the Property as Landlord in its sole discretion shall determine, and Tenant is not relying on any representation that any specific tenant or number of tenants will occupy the Property; provided, however, that subject to the terms and conditions hereof, from and after the date hereof and so long as this Lease is in force and effect, Landlord will not lease space in the Building to the following firms: JP Morgan Chase, Morgan Stanley, Wells Fargo, Citibank, US Bancorp, HSBC, UBS, or TD Bank for the primary use as banking or financial services offices or operations so long as this Lease is in full force and effect and the Tenant originally named herein (or a transferee pursuant to Section 5.3.3) continues to actually occupy and operate in not less than the entire rentable area of the ninth (9th) and tenth (10th) floors of the Building for the primary use as banking or financial services offices or operations. In no event, however, shall Landlord be in violation of its obligation hereunder if any such use is undertaken by, or any such entity takes space from, any tenant, occupant or business occupying its premises in the Building directly or indirectly as an assignee, subtenant, licensee, or concessionaire under: (a) a lease, license, sublease, or other use or occupancy agreement that was executed prior to the execution of this Lease but that is in effect as of the date of execution of this Lease (a "Prior Lease"); (b) a renewal, extension or replacement of a Prior Lease or the expansion of the premises demised thereunder in accordance with the terms and conditions of said

Prior Lease; (c) a new lease, license, sublease, or other use or occupancy agreement that is executed by a business that leased or occupied premises in the Building directly or indirectly under a Prior Lease (a "New Lease"); or (d) a renewal, extension or replacement of a New Lease or the expansion of the premises demised thereunder. In the event of a violation or alleged violation hereunder, Tenant's sole and exclusive remedy shall be an action or proceeding for specific performance, injunctive relief or declaratory judgment.

13.39 CONFIDENTIALITY.

Tenant acknowledges and agrees that the terms of this Lease are confidential. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate other leases with respect to the Building and may impair Landlord's relationship with other tenants of the Building. Tenant agrees that it and its partners, officers, directors, employees, brokers, and attorneys, if any, shall not disclose the terms and conditions of this Lease to any other person or entity without the prior written consent of Landlord which may be given or withheld by Landlord, in Landlord's sole discretion, except as required for financial disclosures or securities filings. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision by Tenant, and Landlord shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach or continued breach.

13.40 OFAC CERTIFICATION AND INDEMNITY.

Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 10756, the "Patriot Act") prohibit certain property transfers. Tenant represents and warrants to Landlord, and Landlord represents to Tenant, each, respectively, as to their actual knowledge, that:

- (a) To the best of its respective knowledge, neither Tenant nor Landlord, respectively, is in violation of any Anti-Terrorism Law;
- (b) To the best of its respective knowledge, neither Tenant nor Landlord, respectively, is, as of the date hereof:
 - i. conducting any business or engaging in any transaction or dealing with any Prohibited Person (as hereinafter defined), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person;
 - ii. dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or
 - iii. engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law; and
- (c) Neither Tenant (or any of its controlled affiliates, officers or directors) nor Landlord (or any of its controlled affiliates, officers or directors), respectively, as applicable, is a Prohibited Person.

As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank

Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act, and any regulations promulgated under any of them. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time. "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (ii) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time. Either party shall from time to time, within ten (10) business days after request by the other, deliver to the requesting party any certification or other evidence requested from time to time by the requesting party in its reasonable discretion, confirming each such party's compliance with these provisions. No assignment or subletting shall be effective unless and until the assignee or subtenant thereunder delivers to Landlord written confirmation of such party's compliance with the provisions of this subsection, in form and content reasonably satisfactory to Landlord.

13.41 WAIVER OF JURY TRIAL.

LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

13.42 LANDLORD COVENANTS.

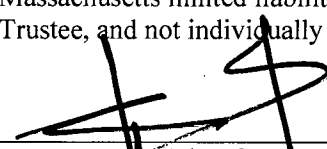
Landlord shall provide Tenant with written notice of any assignment or transfer of this Lease, which notice shall include the transferee's name, address, tax identification number, and state and country of formation. Landlord represents and warrants that to the best of Landlord's actual knowledge it is not an employee or a spouse, domestic partner or dependent child of an employee of Tenant and that no employee or spouse, domestic partner or dependent child of Tenant has a controlling interest in Landlord. Witness the execution hereof, under seal, in any number of counterparts, each of which counterparts shall be deemed an original for all purposes, as of the day and year first above written.

[Execution page follows]

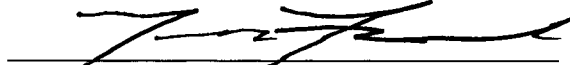

LANDLORD:

CONGRESS FEDERAL TRUST

By: CONGRESS FEDERAL REALTY, LLC, a
Massachusetts limited liability company, as
Trustee, and not individually


By: 
Name: WILLIAM G. FENARD
Title: MANAGER
Duly authorized

WITNESSES:

TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION

By:  3/1/15
Name: **Leslie O'Brien**
Title: **Assistant Vice President**

CS # 09901
ME1-001

WITNESSES:


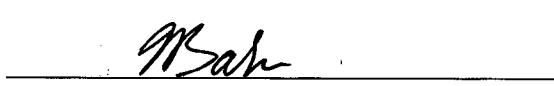
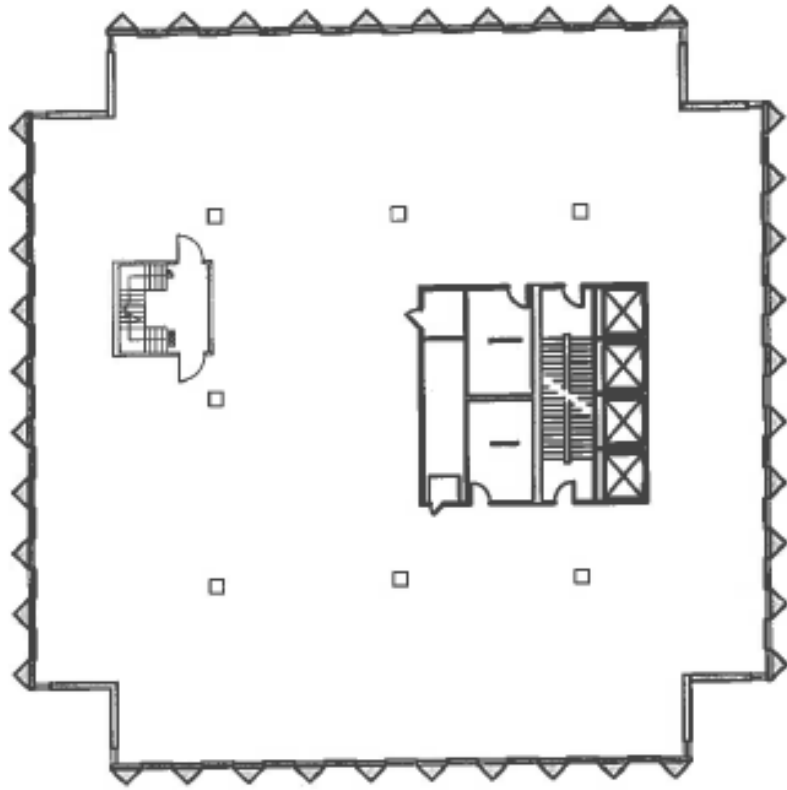



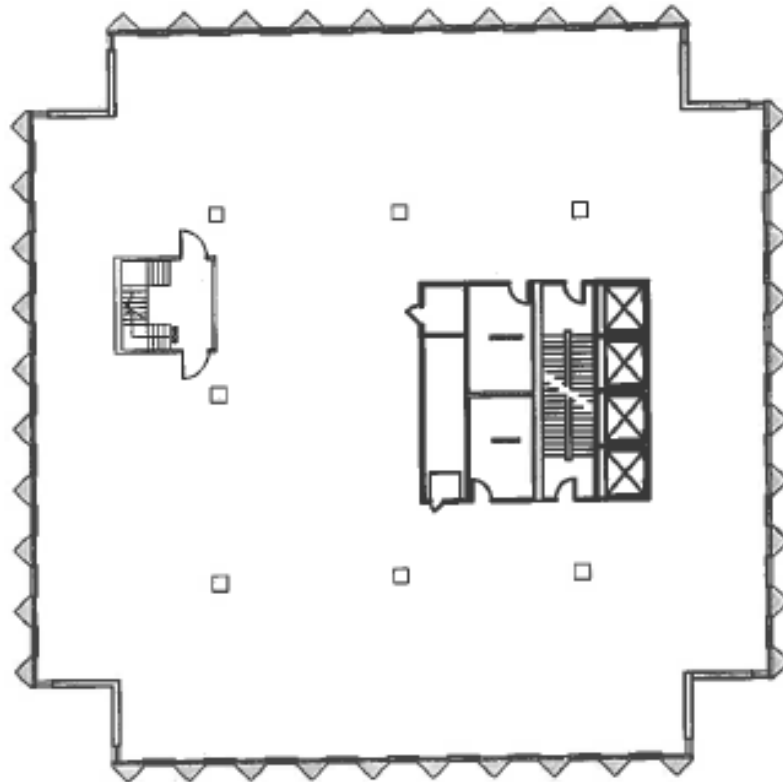
EXHIBIT A-1

PREMISES PLAN

(see attached)



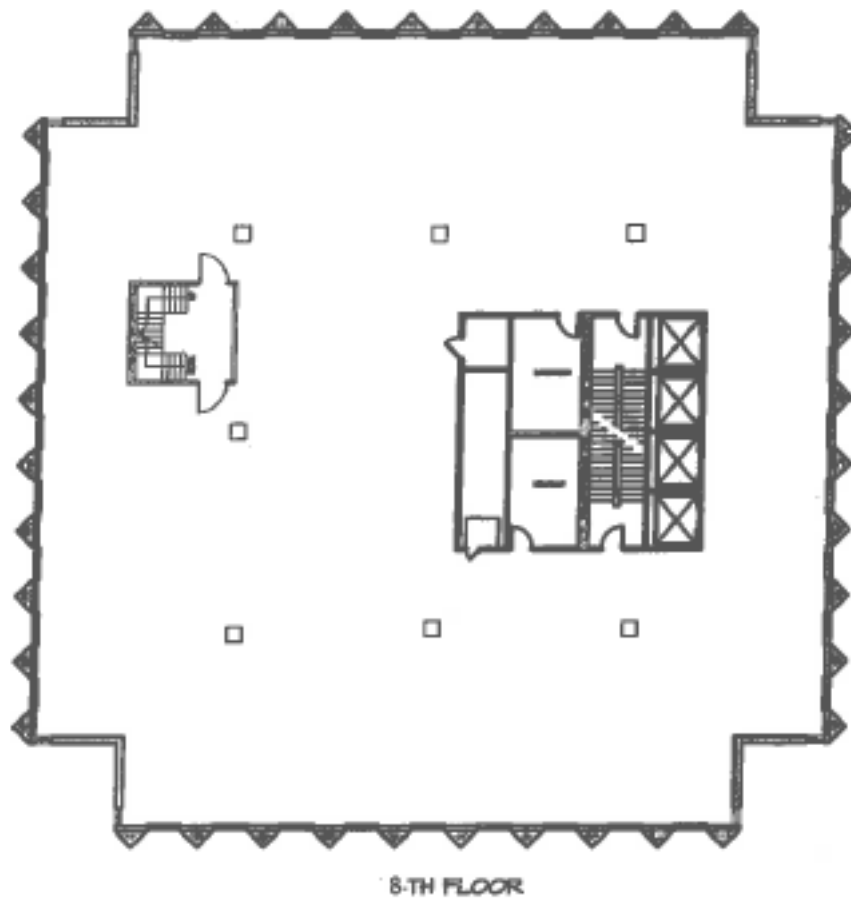
9TH FLOOR



10TH FLOOR

EXHIBIT A-2

AVAILABLE SPACE – 1ST FLOOR AND 8TH FLOOR



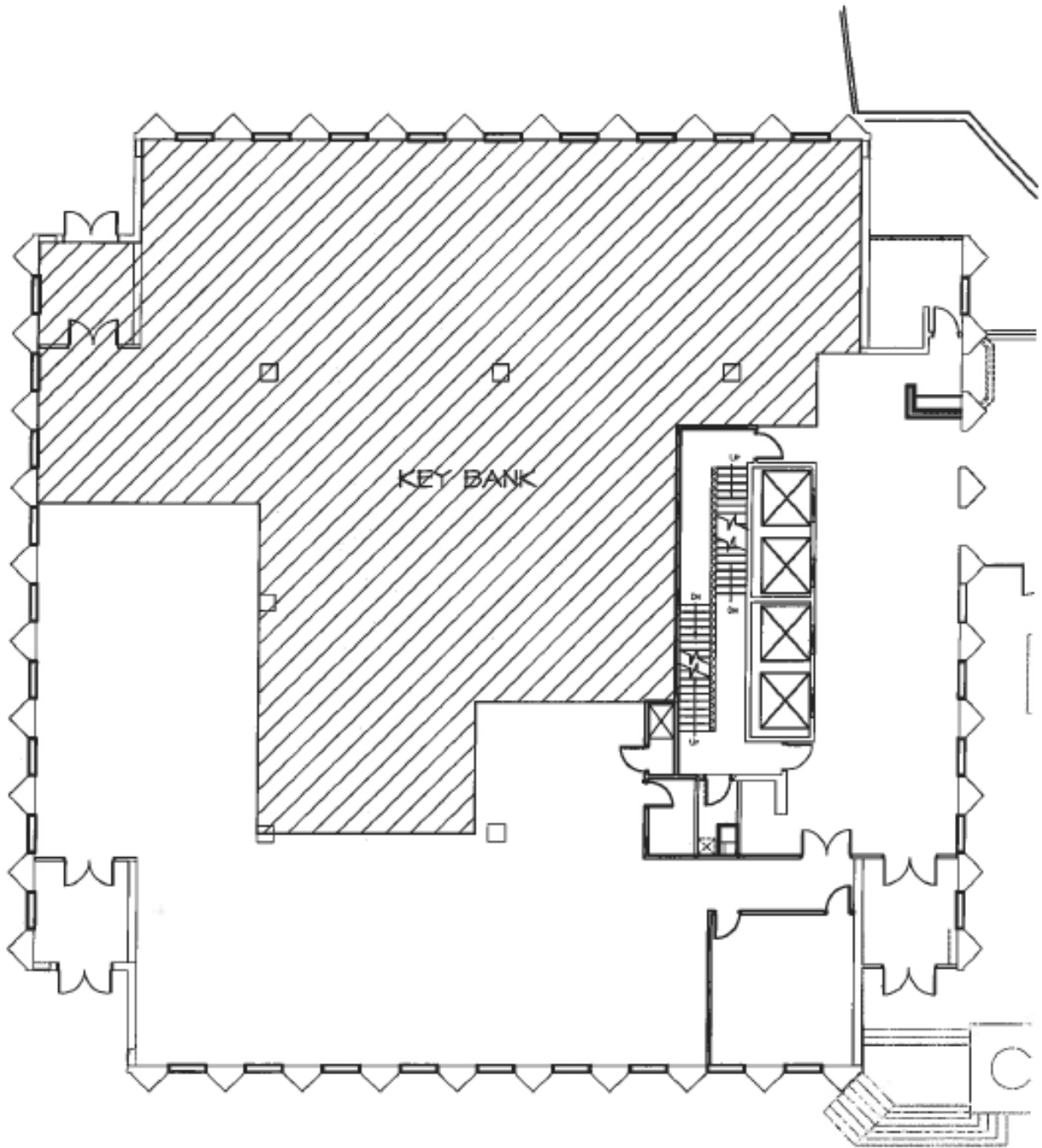


EXHIBIT B

CURRENT RULES AND REGULATIONS

1. Tenant will review the non-binding tenant manual provided prior to move-in at Building and will provide referenced forms including emergency contacts, designated tenant representative, and card access requests and will notify Landlord when changes in information occur.
2. The entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered nor obstructed by Tenant, Tenant's agents, servants, employees, licensees or visitors, or be used by them for any purpose other than ingress or egress to and from the Premises. Landlord reserves the right to reasonably restrict and regulate the use of aforementioned public areas of the Building by Tenant, Tenant's agents, employees, servants, licensees and visitors and by persons making deliveries to Tenant, provided same does not materially adversely affect Tenant's access to the Premises.
3. After the conclusion of Tenant's initial move into the Premises, other movement in or out of the Building of furniture or office equipment which requires the use of elevators or stairways or the movement through the main Building entrance shall be restricted to the after business hours designated by Landlord. All such movement shall be under the supervision of Landlord and performed in the manner agreed upon between Tenant and Landlord by pre-arrangement before performance. Such pre-arrangement initiated by Tenant will include the determination by Landlord and subject to Landlord's reasonable discretion, relating to the time, method, and routing of the items' movement, as well as reasonable limitations imposed by safety, appearance or other reasonable concerns which may include the prohibition of equipment or any other item from being brought into the Building, as well as the method of the items' movement through the Building. Tenant shall assume with its contractors, all risk as to damage caused by any such movement or property being moved or injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel of Landlord if damaged or injured as a result of Tenant or its contractor's negligent or willful acts in connection with such Tenant arranged moving from the time of entering the property to the completion of work. Landlord shall not be liable for the acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such moving performed by Tenant arrangement, except relating to Landlord's or its agent's or contractor's negligence or misconduct.
4. After the conclusion of Tenant move-in, all deliveries, inclusive of packages, office supplies, etc., must be made via the freight elevator during Normal Building Operating Hours. Landlord's written approval must be obtained for any delivery made after business hours and Tenant will be responsible for the expense of the security attendant who monitors access to the Building during the period of such delivery.
5. Tenant shall not permit the parking or standing of delivery vehicles to interfere with the use of any driveway, loading dock, walk, or other common areas.
6. No hand trucks or delivery dollies, except those equipped with rubber tires and padded side guards, shall be used in any space, or in public halls of the building, either by Tenant or by jobbers or others in the delivery or receipt of merchandise.
7. All deliveries to the Tenant must be accepted by Tenant. The Landlord and its agents or employees will not accept, sign for, or hold Tenant mail, packages, or deliveries.

8. Tenant shall not make, or permit to be made, any unseemly or disturbing noises, odors, or vibrations to emanate from premises or otherwise unreasonably disturb or interfere with the occupancy of the Building whether by the use of any equipment, musical instrument, radio, television, talking machine, unmusical noise, whistling, singing, or in any other way.
9. No additional locks, or security devices will be installed without prior notification to Landlord. New locks or rekeying must be coordinated with Landlord and keyed on building master system. Upon move-in all doors with locksets will be keyed to building master system and Tenant will be given 2 keys by Landlord. Additional keys may be requested in advance and at an additional charge to Tenant. Upon termination of Lease, Tenant will return 2 keys to each lock, and further will disclose any previously approved and installed security devices including combination locks, punch codes to doors and vaults. Notwithstanding the foregoing, Landlord shall not be provided keys or access codes to "secure areas".
10. After the initial move-in, for which the distribution of access cards will be provided at no cost to Tenant, Tenant agrees to pay an amount fixed by Landlord from time to time, for each building access card issued by Landlord to Tenant for access to Building during non-business hours. Such expense is presently \$0.00 per card.
11. Landlord specifically reserves the right to exclude from the Building during non-Normal Building Operating Hours non-business hours, such as before 8:00 a.m. and after 6:00 p.m. on weekdays, on Saturdays and Sundays, and Building recognized Holidays, all persons not permitted entry by utilizing card access, telephone access system, or previous arrangement with the management office, unless accompanied by employees of Tenant having such card or telephonic access.
12. Tenant shall be responsible for persons it authorizes to have access to the Building during non-business hours and shall be liable for and shall coordinate which persons should have access cards issued. Tenant shall keep access card records current and properly identified by employee name.
13. Landlord will not permit entrance to Tenant's premises or offices by use of pass keys controlled by Landlord to any person at any time except Landlord's employees, contractors, or service personnel directly supervised by Landlord. It is recommended that Tenant inform Tenant employees of these lockout procedures.
14. All service requests of Tenant required of Landlord shall be administered through Building management office. Tenants will not contract independently with employees and agents of Landlord without the coordination of the management office, nor shall Tenant request employees or agents of Landlord to receive or carry messages for or to any Tenant or other person.
15. None of the entries, passages, doors, elevators, elevator doors, hallways, or stairways shall be blocked or obstructed, nor shall any rubbish, litter, trash, or material of any nature be placed, emptied, or thrown into these areas, nor shall such areas be used at any time except for ingress and egress by Tenant, Tenant's agents, employees, or invitees.
16. No boxes, crates, pallets, or other such materials shall be stored in building hallways or other common areas. When Tenant must dispose of crates, boxes, etc., it will be the responsibility of Tenant to dispose of same prior to, or after Normal Building Operating Hours, so as to avoid having such debris visible or being moved in the Common Areas during normal business hours. If such items are desired to be removed as part of evening janitorial service, the expense of such will be borne by Tenant.

17. Each Tenant shall cooperate with Landlord's employees in keeping leased premises neat and clean.
18. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown or placed therein. Damages or maintenance expense resulting from any misuse of fixtures or disposal of the above by Tenant, its servants, employees, agents, visitors, or licensees, shall be borne by Tenant.
19. Unless otherwise provided for in this Lease, Tenant shall not mark, paint, drill into, or in any way deface any part of the Premises or the Building, except for Tenant's interior design components and furnishings in the Premises or the approved signage. Other than for initial move-in, no boring, cutting, or stringing for wires shall be permitted except in accordance with the requirements of the Lease.
20. Unless otherwise provided in this Lease, neither Tenant, nor its servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises any flammable, combustible, or explosive fluid, chemical or substance (including Christmas trees and ornaments) except such items as may be incidentally used, provided Tenant notifies Landlord of the location thereof and makes adequate provision for safe storage. No space heaters or fans shall be operated or located in the Premises, other than UL approved or Landlord installed appliances.
21. No bicycles, vehicles, or animals, except for the disabled or as otherwise required by law, shall be brought into or kept in or about the Premises or Building.
22. Tenant will not locate furnishings or cabinets adjacent to mechanical or electrical panels, HVAC equipment or other mechanical equipment so as to prevent personnel from servicing such units or equipment as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be borne by Tenant.
23. No space in the Premises or Building shall be used for manufacturing, for lodging, sleeping, storage of drugs or medicine not typically found of quality or quantity in First Aid supply kits or for legal purposes.
24. Tenant shall not place, install or operate on the demised premises or in any part of Building, any engine, stove, or machinery, or conduct mechanical operations or cook thereon or therein except Tenant's microwave, refrigerator, office and communication equipment.
25. Tenant must obtain prior written approval, which shall be at Landlord's good faith discretion, for installation of window shades, blinds, drapes, or any other window treatment of any kind whatsoever which would be visible from exterior of building other than Landlord supplied. Landlord will approve all internal lighting that may be visible from the exterior of the Building and shall have the right to change any unapproved lighting, after notice to Tenant, at Tenant's expense.
26. Tenant will coordinate with Landlord all Tenant arranged contractors, and installation technicians, rendering any construction or installation service to Tenant before performance of any such service. This provision shall apply to all work performed in the Building by Tenant arranged contractors including the installation of telephones, telegraph equipment, electrical devices and attachments, and the installation of any nature affecting the floors, walls, woodwork,

trim, windows, ceiling, equipment (other than Tenant's office equipment), or any other physical portion of the Building.

27. Tenant shall, at its expense, provide artificial light for the employees of Landlord while making repairs or providing services in said Premises regardless of whether occurring during business or non-business hours after lease commencement date.
28. Smoking is prohibited in common entrances, vestibules, passages, corridors, halls, elevators, stairways, and toilet rooms of the Building. Tenant is responsible for informing all of its vendors, service providers, agents, employees, licensees, and visitors of this policy. Landlord reserves the right to request that any person(s) engaged in the act of smoking (in the common areas recited above), at this or her choice, either cease smoking or leave the common areas of the Building immediately.
29. Canvassing, soliciting, and peddling in the Building is prohibited. Landlord and Tenant shall cooperate to prevent same.
30. Tenant will evacuate the Premises and Building in the event of emergency or catastrophe notification; whether practice drill, false alarm, or actual occurrence.
31. Tenant will notify Landlord of any incidents, accidents, injuries, or hazards which Tenant is aware of, which occur, or are present in Premises or Building.
32. Tenant will be requested to participate in recycling and other expense reduction programs offered by Building.
33. Landlord reserves the right to rescind any of these rules and make such other and further reasonable rules and regulations as in Landlord's judgment shall from time to time be needed for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its Tenants, their agents, employees, and invitees, which rules when made and notice thereof given to a Tenant shall be binding upon Tenant in the manner as if originally prescribed; provided same shall not be inconsistent with the terms and conditions of this Lease and the rights, obligations and benefits hereunder.

Landlord desires to maintain high standards of environmental comfort and convenience for the Tenants of Building. It will be appreciated if any undesirable conditions, lack of courtesy or attention are reported directly to the management.

Any conflict between these Rules and Regulations and the express terms of the Lease shall be resolved in favor of the Lease.

EXHIBIT C

BASE BUILDING WORK

Reagan & Company LLC
106 Merrill Road
Gray, Me 04039
Cell 207-329-3441
Email ereagan@maine.rr.com



Proposal

Proposal Submitted to:
Finard & Company
One Monument Square
Portland, ME 04101

Date: 10/6/14

Job Location:
9th & 10 floor

We hereby submit specifications and estimate for: Per Plans

Demo Ceiling, Carpet, and Walls & Electrical make safe, remove all lights,
hang safety devices, & remove 1 vault

Demo

Vault

Remove stairway & fill in opening *

Profit & Overhead

Normal Working Hours

*To be completed separately per Section 6.1.2 of the Lease

EXHIBIT D

WORK LETTER

THIS WORK LETTER (the “Work Letter”) is attached to and made part, of that certain Lease (the “Lease”) by and between **CONGRESS FEDERAL REALTY, LLC**, a Massachusetts limited liability company, as Trustee of **CONGRESS FEDERAL TRUST** (the “Landlord”), and **BANK OF AMERICA, NATIONAL ASSOCIATION** (the “Tenant”). The terms, definitions, and other provisions of the Lease are hereby incorporated into this Work Letter by reference as if set forth in full. Capitalized terms used herein but not defined in this Work Letter shall have the meanings set forth in the Lease. In connection with the execution of the Lease, Landlord and Tenant hereby agree as follows:

1. Tenant’s Improvements. Tenant, at its sole cost and expense, shall cause the Substantial Completion of the construction and installation of all of Tenant’s improvements, alterations and installations to the Premises in accordance with Tenant’s Plans (as defined below) as necessary to permit Tenant to occupy same for the Permitted Use (“Tenant’s Improvements”). The Tenant’s Improvements shall be constructed in a good and workmanlike manner, using new, first quality materials and finishes, all in compliance with all Laws and Restrictions. Once commenced, Tenant shall use good faith, diligent efforts to complete construction of Tenant’s Improvements for the designated portion of the Premises in accordance with Tenant’s Plans and this Work Letter.
2. Plans for Tenant’s Improvements; Contractor Approval. Tenant’s Improvements shall be in conformity with plans and specifications submitted to and approved by Landlord (as provided below), and constructed by a contractor approved by Landlord, in accordance with the following provisions:
 - (a) Not less than thirty (30) days prior to commencing Tenant’s Improvements, Tenant shall prepare and submit to Landlord for its approval two (2) sets of fully dimensioned scale plans and specifications (suitable for submission with a building permit application) for such Tenant’s Improvements (including plans, elevations, critical sections and details) and, if applicable, a specification of Tenant’s utility requirements (“Tenant’s Plans”). Tenant’s Plans shall be prepared by a licensed architect and where appropriate, mechanical, electrical and structural engineers, reasonably approved by Landlord. Landlord shall have the right to require that a licensed engineer or architect reasonably approved by Landlord certify that any of Tenant’s Improvements affecting the Building’s structure, roof (or penetrations thereof), exterior or mechanical, electrical, plumbing, life safety or other Building systems will not have an adverse effect on the Building or any such Building systems, including, but not limited to, significant impacts on operations and maintenance thereof or the costs therefor. Landlord hereby approves DyerBrown, as Tenant’s architect, SMRT Inc. as Tenant’s engineer, and any one of Gilbane Building Co., Lee Kennedy Co. or Commodore Builders as Tenant’s general contractor. Throughout the approval process for Tenant’s Plans, Tenant shall use commercially reasonable and diligent efforts to cooperate with Landlord and Landlord’s architect or engineer in responding to questions or requests for information or submissions regarding Tenant’s design requirements for the Tenant’s Improvements. Landlord and Tenant shall cooperate with each other and their respective contractors to facilitate the timely completion of any Tenant Improvements and Landlord’s Base Building Work in a manner so as to minimize interference with Tenant’s business, the business of other tenants in the Building and Building operations. Landlord’s approval of Tenant’s Plans (or any requested modification, amendment or alteration thereto) shall not be unreasonably withheld or delayed so long as such plans do not (i) require any modification to any existing permits and approvals obtained by Landlord in connection with the Building or Base Building Work (provided that so long as such modifications do not adversely affect Landlord’s use, operation or future leasing program of the Building, and such modifications shall

be obtained by Tenant at its sole cost, Landlord's approval to such modifications shall not be unreasonably withheld), (ii) involve material changes to structural components of the Building nor involve any floor or exterior wall penetrations (other than existing feeders, risers, chases, distribution ways and the like), or (iii) not require any material modifications of the Building's mechanical, electrical, plumbing, fire or life-safety systems (it being agreed that mere distribution of utility service within the Premises shall not be deemed to be a material modification to the Building's systems. All construction work done by or on behalf of Tenant, on or to the Premises (including Tenant's Improvements) causing roof penetrations shall be performed by or supervised by Landlord's roofing contractor, or by a contractor otherwise approved by Landlord, and at Tenant's expense, in such a way so as to not void any roof warranties or guaranties.

(b) Within fourteen (14) business days after receipt of Tenant's Plans (the "Plan Review Period"), Landlord shall return one set of prints thereof with Landlord's approval and/or required modifications noted thereon. If the improvements reflected in such Tenant's Plans are of such a nature that it reasonably takes more than fourteen (14) business days for Landlord to respond, Landlord shall have the right to extend the Plan Review Period for an additional fourteen (14) days by giving Tenant written notice of such extension on or before the end of the original fourteen (14) business day period. Landlord shall also identify, at that time, any components of the Tenant's Improvements which constitute Specialty Alterations that Landlord will require to be removed at the expiration of the Term or earlier termination of the Lease, provided that if no such notice is given but such components are subsequently materially modified and require Landlord's approval Landlord shall have the same right to so designate removal at the time of such subsequent approval. If Landlord has approved Tenant's Plans subject to modifications, such modifications shall be deemed to be acceptable to and approved by Tenant unless Tenant shall prepare and resubmit revised plans for further consideration by Landlord within fourteen (14) business days; provided, however, that if the modifications requested by Landlord are of such a nature that it reasonably takes more than fourteen (14) business days for Tenant to respond, Tenant shall have the right to extend for an additional fourteen (14) business days by giving Landlord written notice of such extension on or before the end of the original fourteen (14) business day period. If Landlord has required modifications without approving Tenant's Plans, Tenant shall prepare and resubmit revised drawings within seven (7) business days for consideration by Landlord. All revised plans shall be submitted, with changes highlighted, and Landlord shall approve or disapprove such revised drawings within seven (7) business days following receipt of the same. The foregoing submission process shall continue until Landlord has approved Tenant's Plans and upon such approval, the approved plans shall constitute the "Tenant's Plans." Notwithstanding Landlord's review and approval of Tenant's Plans, Landlord assumes no responsibility whatsoever, and shall not be liable, for the manufacturer's, architect's, or engineer's design or performance of any structural, mechanical, electrical, or plumbing systems or equipment of Tenant relating to Tenant's Improvements or Tenant's Plans, or the compliance thereof with any Laws and Restrictions. Notwithstanding the time periods permitted for either party's review of Tenant's Plans, both parties agree to use commercially reasonable and diligent efforts to cooperate and complete such review as soon as practical. If Landlord fails to so respond within the stated time periods set forth above, Tenant's request shall be deemed approved by Landlord upon three (3) business days following Tenant's subsequent notice for response to such complete request thereafter so long as such subsequent notice sets forth in **BOLD AND CAPITAL LETTERS** that Landlord's failure to respond within such three (3) business day period will result in deemed approval of the request contained therewith.

(c) Upon Landlord's approval of Tenant's Plans, Tenant shall not materially modify, amend or alter Tenant's Plans without Landlord's prior written approval (which approval shall be subject to the same standard as set forth above) during the construction process. Landlord shall respond

within seven (7) business days to Tenant's request. If the requested modification, amendment or alteration to Tenant's Plans are of such a nature that it reasonably takes more than seven (7) business days for Landlord to respond, Landlord shall have the right to extend the review period for an additional seven (7) business days by giving Tenant written notice of such extension on or before the end of the original seven (7) business day period. Any material changes in Tenant's Improvements from Tenant's Plans as approved by Landlord shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. Any deviation (other than immaterial changes that do not affect the quality or nature of the improvements or require an alteration in any Building mechanical, electrical, plumbing, fire or life-safety systems, the Base Building Work or Landlord's permits and approvals) in construction from the design specifications and criteria set forth in Tenant's Plans as approved by Landlord shall, at Landlord's election, constitute a default subject to the terms and conditions of the Lease.

(d) Tenant's Plans shall include detailed drawings and specifications for the design, installation and interconnection of Tenant's ductwork, supplemental HVAC equipment, fire and life-safety systems and security system(s) for the Premises with the applicable base Building system(s). All such Tenant system(s) shall meet all appropriate building code requirements, and any HVAC systems or components, fire and life-safety and security systems shall, at Tenant's expense, be integrated into, and in operational harmony with, Landlord's fire alarm, security and/or other Building systems for the Building, as applicable. Landlord's electrical contractor, fire alarm contractor, and/or mechanical engineer and/or mechanical contractor, shall at Tenant's expense, make all final connections between Tenant's and Landlord's fire alarm and security systems. Tenant shall ensure that all work performed on the fire alarm, security and/or other Building system(s) shall be coordinated at the job site with the Landlord's representative.

(e) Upon final approval of Tenant's Plans by Landlord, and following commencement of work, Tenant shall proceed promptly to diligently complete construction of Tenant's Improvements for the designated portion of the Premises in accordance with Tenant's Plans and this Work Letter. Tenant's contractors and subcontractors shall be licensed and, as to Tenant's general contractor, be acceptable to and approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed (as to all contractors and subcontractors of Tenant), and shall, at Landlord's option, be subject to administrative supervision by Landlord, at Landlord's cost, in their use of the Building; provided, however, Tenant shall reimburse Landlord for the actual cost (including overtime if applicable) of Building personnel required to operate, monitor, turn-off and re-start, Building systems and the like required as a result of Tenant's Improvements schedule. Tenant shall use commercially reasonable efforts to cause such work to be performed in an efficient and timely manner. Tenant shall indemnify Landlord from and promptly reimburse Landlord following demand for the cost of repairing any damage to the Building caused by Tenant or its contractors during performance of Tenant's Improvements. Tenant's contractor(s) shall conduct their work and employ labor in such manner as to maintain harmonious labor relations and to coordinate their activities with Landlord's contractors so as not to unreasonably interfere with Landlord or any other tenant or occupant of the Building. Any work to be performed outside of the Premises or Building shall be coordinated with Landlord, and shall be subject to reasonable scheduling requirements of Landlord. In the event Tenant is required to reimburse Landlord for any costs pursuant to this subsection (e), Tenant shall be permitted to direct its contractors to pay any such costs to Landlord and Landlord shall accept such sums from Tenant's contractors as payment on Tenant's behalf.

(f) Tenant acknowledges that it has engaged (or shall engage) its architects and contractors and Tenant shall be solely responsible for the actions and omissions of its architects and contractors or for delays caused by its architects or contractors. Landlord's approval of any of

Tenant's architects or contractors and of any documents prepared by any of them, including but not limited to Tenant's Plans, shall not be for the benefit of Tenant or any third party or be construed as a representation or warranty as to the suitability or legal compliance of same, and Landlord shall have no duty to Tenant or to any third parties for the actions or omissions of Tenant's architects or contractors. Tenant shall indemnify and hold harmless Landlord against any and all losses, costs, damages, claims and liabilities arising from the actions or omissions of Tenant's architects and contractors.

3. Permits and Approvals. Tenant shall obtain all building and other permits and approvals necessary to perform the construction and installation of Tenant's Improvements prior to the commencement of such work. Except as otherwise expressly provided in this Work Letter, Tenant's Improvements shall not (a) require any modification to any existing permits and approvals obtained by Landlord in connection with the Building, (b) not involve changes to structural components of the Building nor involve any floor, or exterior wall penetrations unless approved by Landlord in accordance with the terms of this Work Letter, or (c) not require any material modifications of the Building's mechanical, electrical, plumbing, fire or life-safety systems unless approved by Landlord as provided herein. Landlord shall reasonably cooperate with Tenant (at no additional cost, expense or liability to Landlord) in connection with Tenant's permits and approvals and in scheduling Tenant's Improvements.

4. Prior to Commencing Tenant's Improvements. Prior to commencing Tenant's Improvements, Tenant shall deliver to Landlord the following:

(a) The name and contact information of Tenant's general contractor(s), and the names and contact information of the primary subcontractors Tenant's contractor intends to engage for the construction of the Tenant's Improvements and such other information as Landlord may reasonably require.

(b) The estimated commencement date of construction and the estimated date of completion of the work.

(c) Certificates of insurance evidencing that Tenant and Tenant's contractor(s) have in effect (and shall maintain at all times during the course of the construction of Tenant's Improvements hereunder) workers' compensation insurance to cover full liability under workers' compensation laws of the state in which the Building is located with employers' liability coverage; commercial general liability for the hazards of operations, independent contractors, products and completed operations (on a per occurrence basis) including contractual liability coverage specifically covering the indemnification provision in the construction contract, broad form property damage and coverage for explosion, collapse and underground hazards, "personal injury" liability insurance and an endorsement providing that the insurance afforded under the contractor's policy is primary insurance as respects Landlord and Tenant and that any other insurance maintained by Landlord or Tenant is excess and non-contributing with the insurance required hereunder, provided that such insurance may be written through primary or umbrella insurance policies with a minimum policy limit of \$5,000,000.00 (and of \$2,000,000.00 for Tenant's subcontractors); "all-risk" builder's risk insurance in the completed value (non-reporting) form providing coverage even after "partial occupancy" of the Building including similar "floater" insurance on all materials stored off the Land or in transit thereto; and any other insurance required under the Lease. All such property coverages shall be maintained in an amount equal to one hundred percent (100%) of the full replacement cost of all of Tenant's Improvements and in any event, in an amount sufficient to prevent any insured party from incurring any co-insurance liability. Landlord, Landlord's property manager, Landlord's lender and Tenant are to be included as an additional insured for insurance coverages required of the general contractor. All inspections and

approvals necessary and appropriate to complete Tenant's Improvements in accordance with Tenant's Plans and as necessary to obtain a certificate of occupancy as herein provided are the responsibility of Tenant and its contractor(s). Tenant shall arrange a meeting prior to the commencement of construction between Landlord (and its contractor) and Tenant's contractors for the purpose of organizing and coordinating the completion of Tenant's Improvements.

(d) An executed copy of the applicable building permits and approvals for such work.

5. Construction Oversight Fee. Tenant shall pay to Landlord a fee equal to two percent (2%) of the cost of such Tenant's Improvements (which fee shall not exceed, in the aggregate, \$25,000.00) to compensate Landlord for the overhead and other costs it incurs in reviewing the plans therefor and in monitoring the construction of the Tenant's Improvements. In addition, Landlord shall reimburse Landlord for the actual cost (including overtime if applicable) of Building personnel required to operate, monitor, turn-off and re-start, Building systems and the like after Normal Building Operating Hours required as a result of Tenant's Improvements schedule, and Landlord shall be entitled to charge for actual, reasonable third party costs relating thereto and for such other charges as are customary. Landlord shall, at its good faith election and at its sole cost, be entitled to engage its own construction manager to review and from time to time inspect Tenant's Improvements and related construction. Notwithstanding the foregoing, Tenant may elect to have such fee paid to Landlord directly by Tenant's contractors, and in such event, Landlord shall accept and recognize such payment as satisfaction of Tenant's obligations hereunder. In the event Tenant is required to reimburse Landlord for any costs pursuant to this Section 5, Tenant shall be permitted to direct its contractors to pay any such costs to Landlord and Landlord shall accept such sums from Tenant's contractors as payment on Tenant's behalf.

6. Utility Connections; Trash. During the construction of Tenant's Improvements, Tenant shall provide and pay for any additional or special connections for all utilities brought to the Premises; provided if any such utilities are not separately metered or are billed to Landlord, Tenant shall promptly reimburse Landlord for all such utility costs reasonably and equitably allocable to the construction and completion of Tenant's Improvements. Trash removal relating to Tenant's Improvements, will be done periodically (in a commercially reasonable manner) at Tenant's sole cost and expense using its own dumpster or dedicated trash removal service as opposed to the Building service. No trash, or other debris, or other waste may be deposited at any time outside the Premises or Building by Tenant or its contractor, other than on a temporary basis and in such a manner so as not to unreasonably interfere with Landlord or the other tenants or occupants of the Building. If so, Landlord may remove it at Tenant's expense.

7. Storage; Release and Indemnity; MSDS. Storage of Tenant's contractors' construction materials, tools and equipment shall be confined within the Premises, and in no event shall any materials or debris be stored outside such areas without Landlord's approval, not to be unreasonably withheld, conditioned or delayed. Tenant hereby releases Landlord for any and all liability for such stored materials, tools and equipment and agrees to indemnify and hold Landlord harmless from and against any and all liability, loss, claim, cause of action, damages, cost or expense arising out of or in connection with loss or damage or destruction of any such equipment, fixtures, furnishings or other materials, except to the extent such loss, damage or destruction is caused by the negligence or willful misconduct of Landlord or its agents. Tenant shall cause its contractors to provide Landlord with Material Safety Data Sheets (MSDS) for all chemicals and substances they propose to use on, at, in or about the Premises, which use shall be subject to the reasonable approval of Landlord. Landlord and Tenant shall cooperate in good faith to coordinate Tenant and tenant's contractor's right to use Landlord's freight elevator and explore the option of using storage rooms on the loading dock level of the Building for storage during Tenant's Improvements.

8. Substantial Completion. As used herein the term "substantial completion" or "substantially complete" shall mean that Tenant's Improvements (or applicable portions thereof) have been completed

in accordance with Tenant's Plans except for Punch list items (pursuant to Section 15 below) and that a Certificate of Occupancy, to the extent required by applicable law, and all other necessary permits and approvals permitting the use of the Premises (or applicable portion thereof) are available or have been issued from the City of Portland.

9. Upon Completion. Upon completion of Tenant's Improvements, Tenant shall furnish Landlord:

- (a) to the extent required by applicable law, a Certificate of Occupancy issued by the City of Portland and other governmental approvals, if any, necessary to permit occupancy of the Premises (or applicable portion thereof) for the Permitted Use; and
- (b) a notarized affidavit from Tenant's contractor(s) that all amounts due for work done and materials furnished in completing Tenant's Improvements have been paid; and
- (c) final releases of liens reasonably satisfactory in form and substance to Landlord from all contractors, subcontractors or material suppliers that have been involved in the performance of Tenant's Improvements;
- (d) two (2) complete sets of as-built plans (one (1) reproducible CAD file) and specifications covering all of Tenant's Improvements, including architectural, electrical, and plumbing, with a list and description of all work performed by the contractors, subcontractors, and material suppliers, with all changes or modifications listed thereon;
- (e) the immediate discharge (by bonding or otherwise) of any liens relating to or arising from the Tenant's Improvements; and
- (f) any other support documentation reasonably required by Landlord in connection therewith.

10. Damage to Base Building. Tenant shall also be responsible for the cost of any alterations to the Building required as a result of Tenant's Improvements, except to the extent expressly provided in the Lease. Any damage to the existing finishes of the Building shall be patched and repaired by Tenant, at its expense, and all such work shall be done to Landlord's reasonable satisfaction. If any patched and painted area does not reasonably match the original surface, then the entire surface shall be repainted at Tenant's expense. Tenant agrees to indemnify and hold harmless Landlord, its agents, and employees from and against any and all costs, expenses, damage, loss, or liability, including, but not limited to, reasonable attorneys' fees and costs, which arise out of, is occasioned by, or is in any way attributable to the build-out of the Premises by Tenant pursuant to this Work Letter.

11. Payment of Costs for Tenant's Improvements. Tenant shall pay all of the costs and expenses of the Tenant's Improvements (which shall include, without limitation, the costs of construction, the cost of permits and permit expediting, and all architectural and engineering services obtained by Tenant in connection therewith).

12. Representatives.

- (a) Tenant hereby appoints Mr. Roland Barrie (phone: 781.545.9588), or any other representative appointed by Tenant of which Landlord is notified, as the authorized representative of Tenant for purposes of dealing with Landlord and its agents with respect to all matters involving, directly or indirectly, the construction of the Tenant Improvements including, without limitation, change orders to the Tenant's Plans ("Tenant's Representative").

(b) Landlord hereby appoints Ms. Deborah G. Fuller (phone: 207.321.6723), or any other representative appointed by Landlord of which Tenant is notified, as the authorized representative of Landlord for purposes of dealing with Tenant and its agents with respect to all matters involving, directly or indirectly, the construction of the Tenant Improvements including, without limitation, change orders to the Tenant's Plans ("Landlord's Representative").

15. Punch List. In or within fourteen (14) business days of Substantial Completion of the Tenant's Improvements (or applicable stage thereof), the parties shall schedule a meeting(s) to jointly discuss and if necessary inspect the Tenant's Improvements, in order to identify those confirm the completion thereof and commissioning of any such items that interface or materially impact Building systems or Building operations. Such punch list items shall be completed by Tenant as soon as practicable thereafter and in any event not later than thirty (30) days thereafter for any such items having a continuing impact on Building systems or Building operations.

EXHIBIT E

FORM OF SNDA

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement made on _____, 2015, by and among Landlord, Tenant and Lender, all as hereinafter defined;

WITNESSETH:

IN CONSIDERATION OF TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Landlord, Tenant and Lender hereby covenant and agree as follows:

1. For purposes of this agreement the following terms shall be defined as set forth below:

A. Assignment of Leases: That certain Collateral Assignment of Lessor's Interest in Leases, Rents, and Profits dated January 13, 2005 affecting the Landlord's interest in the Lease executed by Landlord in favor of Lender and recorded in the Cumberland County Registry of Deeds (the "Registry").

B. Mortgage: That certain Mortgage and Security Agreement and Financing Statement to be executed by Landlord in favor of Lender, conveying Landlord's interest in the Property to Lender and to be recorded in the Registry (included in the term are all amendments, additions and substitutions thereof).

C. Landlord: CONGRESS FEDERAL REALTY, LLC, a Massachusetts limited liability company, as Trustee of CONGRESS FEDERAL TRUST.

D. Lease: That certain Lease by and between Landlord and Tenant dated March ___, 2015, affecting the Property.

E. Property: All that tract or parcel of land lying and being in Portland, Maine, known as One Monument Square, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

F. Tenant: BANK OF AMERICA, NATIONAL ASSOCIATION.

G. Lender: Cambridge Savings Bank having a mailing address of 1374 Massachusetts Avenue, Cambridge, MA 02238, Attn: Commercial Real Estate

2. Tenant has subordinated and does hereby subordinate all of its rights in and to the Property and in and to the Lease (including any options to purchase) to the following: (i) the Mortgage; (ii) any, and all renewals, substitutions, extensions, modifications, replacements or amendments of the Mortgage; (iii) all loan documents executed in connection with the Mortgage including, without limitation, the Assignment of Leases; and (iv) all indebtedness secured by the

Mortgage and all advances made pursuant thereto prior to or after the date hereof. Notwithstanding anything to the contrary contained herein or in the Lease, any interest of Tenant in any right of first refusal contained in the Lease to purchase the Property shall not be binding upon Lender at a foreclosure sale of the Property, upon any purchaser at a foreclosure sale of the Property or upon a transfer of the Property by Lender by deed in lieu of foreclosure.

3. Tenant shall give written notice to Lender of any default of Landlord under the Lease (at the time it gives said notice to Landlord) to the address provided above or otherwise as may be provided by Lender in writing, and agrees that Lender shall have the time periods set forth in the Lease for cure to cure said Landlord default.

4. So long as Tenant is not in default under the Lease in the payment of rent or additional rent or in the performance of any of the terms, or conditions of the Lease beyond all applicable notice and cure periods, Lender covenants and agrees that possession of the demised premises under the Lease and the rights and privileges of Tenant under the Lease shall not be diminished or interfered with by the Lender in the exercise of any of its rights under the Mortgage.

5. If Lender, its successors or assigns shall succeed to the interest of Landlord under the Lease in any manner, or if any other person or entity shall acquire Landlord's interest in the Property upon any foreclosure of the Mortgage (Lender, its successors or assigns, or such other person or entity, as the case may be, being hereinafter referred to as "Successor Landlord"), Tenant shall attorn to Successor Landlord upon such succession or foreclosure sale and shall recognize Successor Landlord as the landlord under the Lease, and the Lease shall remain in full force and effect and shall inure to the benefit of Successor Landlord as landlord thereunder. Such attornment shall be effective and self-operative without the execution of any further instrument. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate that may be necessary or appropriate to evidence such attornment. From and after any such attornment, Successor Landlord shall be bound to Tenant under all the terms, covenants and conditions of the Lease, except that Successor Landlord shall not (a) be liable for any act or omission of any prior landlord (including Landlord) except to the extent same are of a continuing nature under the Lease after the transfer of possession and Lender has received notice of such default; or (b) be subject to any offset or defenses which Tenant might have against any prior landlord (including Landlord) except as may be expressly permitted or provided for in the Lease; or (c) be bound by any rent or additional rent which Tenant might have paid for more than sixty (60) days in advance to any prior landlord (including Landlord) except to the extent actually received by the Successor Landlord; or (d) be bound by any material amendment or modification of the Lease made without the consent of Lender, not to be unreasonably withheld.

6. The agreements herein contained shall bind and inure to the benefit of successors in interest of the parties hereto.

7. This instrument shall be governed by the laws of the Commonwealth of Massachusetts.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned Tenant has hereunto caused this instrument to be executed by its duly authorized corporate officials and its corporate seal to be affixed hereto as of the day and year first above written.

TENANT:
BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name: _____
Its: _____

LANDLORD:
CONGRESS FEDERAL TRUST

By: CONGRESS FEDERAL REALTY, LLLC, a
Massachusetts limited liability company, as Trustee, and not
individually

By: _____
Name: _____
Its: _____

LENDER:
CAMBRIDGE SAVINGS BANK

By: _____
Ian M. Brandon
Its: Senior Vice President

_____ OF _____

_____, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said _____ of BANK OF AMERICA, NATIONAL ASSOCIATION.

_____, Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said _____ of Congress Federal Realty, LLC, as trustee as aforesaid of CONGRESS FEDERAL TRUST.

_____, Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said _____ of CAMBRIDGE SAVINGS BANK.

_____, Notary Public
My commission expires:

Exhibit A

Parcel I:

A certain lot or parcel of land with the buildings thereon, situated on the easterly side of Monument Square, southerly side of Congress Street and the northerly side of Federal Street in the City of Portland, County of Cumberland and State of Maine, and bounded and described as follows:

Beginning at a spike marking the intersection of the easterly side line of Monument Square and the northerly side line of Federal Street; thence by the easterly side line of Monument Square on a course of north 25° 51' 30" west a distance of 49.06 feet to a point; thence continuing along the easterly side line of Monument Square on a course of north 23° 20' 30" west a distance of 71.09 feet to a point on the southerly line of Congress Street; thence along the southerly side line of Congress Street on a course of north 55° 20' east a distance of 119.54 feet to a point; thence along land of Downtown Management, Inc., and along the easterly face of the foundation wall of the building on the premises herein conveyed on a course of south 25° 56' 30" east a distance of 138.37 feet to a point on the northerly side line of Federal Street; thence along the northerly side line of Federal Street on a course of south 64° 8' west a distance of 121.46 feet to the point of beginning.

Parcel II:

Also a perpetual easement, for the purposes hereinafter described over, upon and under the following described parcel located in said Portland, and bounded and described as follows:

Beginning at a point on the southerly side line of said Congress Street at the northeasterly corner of the above-described parcel; thence along the southerly side line of Congress Street on a course of north 55° 20' east a distance of 55.53 feet to a point in a 20" wide party wall at land now or formerly of Maine Bonding and Casualty Company; thence south 31° 29' east along and through the center of said wall a distance of 94.99 feet to a point at the end of said wall; thence on a course of south 26° 13' 30" east along and through the center of a 12" wide wall 52.33 feet to a point on the northeasterly side line of Federal Street; thence south 64° 8' west a distance of 64.31 feet to a point at the southeasterly corner of the parcel first above described; thence along the easterly side line of the parcel first above described on a course of north 25° 56' 30" west a distance of 138.37 feet to the point of beginning.

This easement shall be for the purpose of maintaining under, over or upon said parcel an electrical vault, fuel tanks, sidewalk elevator and any other equipment, structures or appurtenances now located on the last-described parcel and which are used in connection with the building located on the parcel first-above described; and for the purpose of entering upon such parcel to maintain, repair, replace and otherwise operate such equipment, structures or appurtenances.

Together with appurtenant easements as set forth in the following instruments: Paragraph III.A of Modification, Easement and Operating Agreement dated May 9, 1979 and recorded at the Cumberland County Registry of Deeds in Book 4436, Page 184; and Paragraph (2) of Amendment to Modification, Easement and Operating Agreement dated January 6, 1982 and recorded in Book 4906, Page 29, as amended by Amendment of Easement dated July 11, 1995 and recorded in Book 12113, Page 270.

EXHIBIT F

APPROVED TYPES AND SIZES OF ANTENNA



SKYWEB
DIGITAL MEDIA



DIRECTV Slim Line (AU9-S) Antenna

- Dish Size: 22.5 in. x 32.5 in.
- Includes the Azimuth/Elevation Mount
- Four outputs carrying satellite signal from all Five satellites in the sky
- Heavy duty j-mount with 2" outer diameter mast opening
- Capable of receiving DIRECTV satellite signals on the Ku band (101, 110, 119) and Ka band (99, 103)
- LNB arm with LNBS attached extends 23.5" from the dish surface area
- Weight 25 lbs (including j-mount mast, dish surface, LNBS, arm and pole attachment)

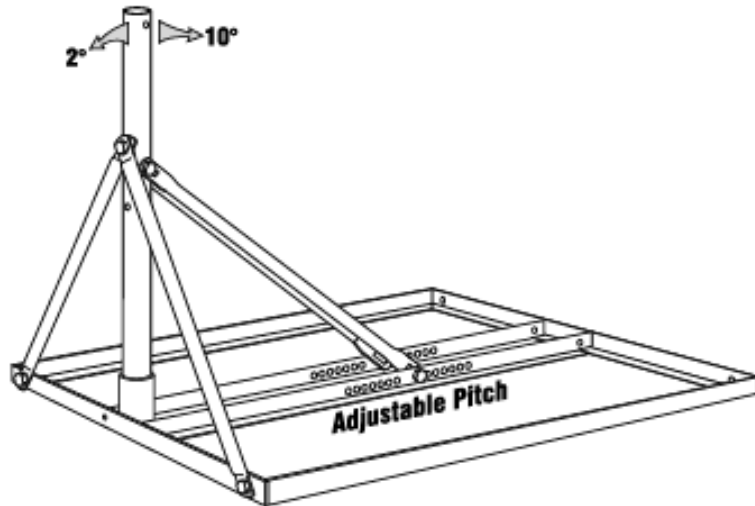


NPR6B

Non-Penetrating Roof Mount

Non-penetrating Flat Roof Mounting System

- * Two Mast diameters of 1.75" & 2.00" available by inverting the mast
- * Minor adjustment of mast pitch from 2 degrees positive to 10 degrees negative
- * Black powder coated steel construction
- * 1.50" angle steel frame
- * Holds eight concrete blocks for ballast
- * No roof drilling or roof penetration required
- * K.D. assembly allows easier portability to the roof.



Product Description

This mount provides either a 1 3/4" mast or a 2.0" mast, the installer selects the diameter when assembling the frame. If the flat roof has a slight pitch the mast can be adjusted from 2° outward from the frame to a little over 10° inward toward the block area.

No holes need to be drilled in the roof surface, this avoids reluctance by building owners and reduces the possibility of roof leaks. The total weight of the assembly can be varied by the use of either "light" concrete blocks or standard weight blocks.

Of course, this and ALL roof mounted antenna assemblies should be tethered to the building with a flexible steel cable for maximum security.

Note: This mount is designed for FLAT roofs only!

TOLL FREE 1-866-470-0887 • INTERNATIONAL +1-501-955-0033 • WWW.PERFECTVISIONMFG.COM

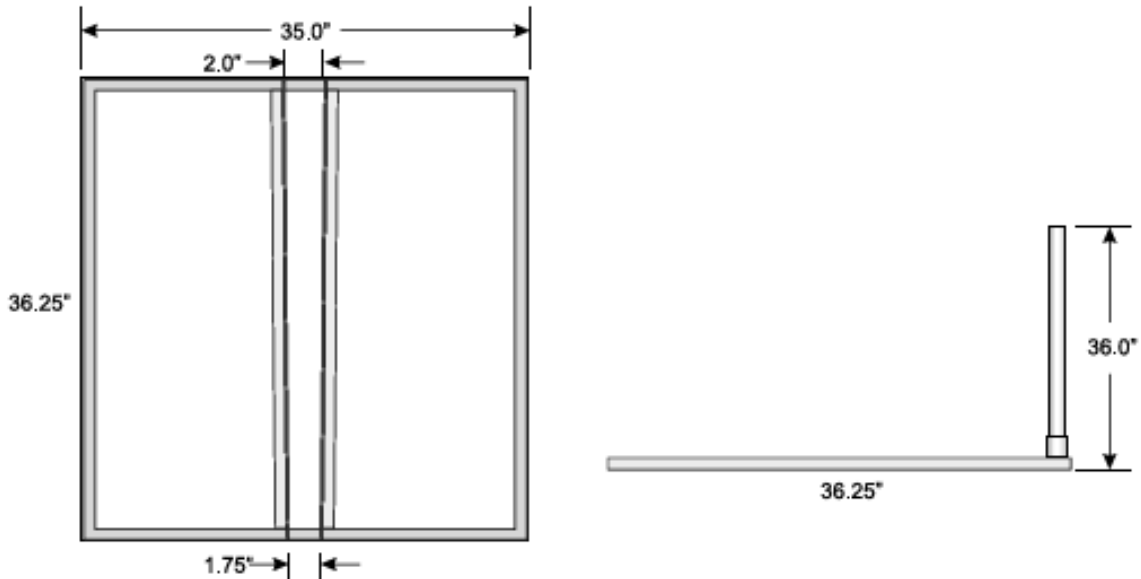
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Product Specifications

NPR6B

Non-Penetrating Roof Mount



Mechanical

Frame made from 1.5" angle steel
Inner angles taper to allow mounting of different O.D. mast
Mast pipe can be angled inward or outward for minor pitch changes
Mast pipe is 1.75" diameter on one end, 2.0" diameter on the other end
Self-tapping ground screw provided in the bolt kit

Related Products

- NPRMAT2** A rubber pad which installs under the frame to help protect the roofing surface from indentation.
- PVTK1** Safety cable tether kit with clamps. We HIGHLY recommend this kit to help secure the mount and antenna.

www.Perfect-10.tv

1-800-205-8620

Jan 12, 2009

Knowledge Channel Satellite Specifications
1.2M KU-Band Receive Only
Offset Antenna System
Series 1130

Electrical

Effective Aperture	1.2 M 48 in.
Operating Frequency	10.95 - 12.75 GHZ
Midband Gain (+.5 dBi)	42.0 dBi
3 dB Beamwidth	1.4°
Antenna Noise Temperature	
20° elevation	46° K
30° elevation	43° K
First Sidelobe (Typical)	-23 dBi
Cross-Pol Isolation	>30 dB (on axis)
VSWR	1.3:1 Max.
Feed Interface	Rectangular WR 75, circular C120 or WC75

(a) Mechanical

Reflector Material	Glass Fiber Reinforced Polyester SMC
Antenna Optics	Prime Focus, Offset Feed
Mount Types	Elevation over Azimuth
Elevation Adjustments Range	5° to 90°, Continuous Fine Adjustment
Azimuth Adjustment Range	360° Continuous

(b) Environmental Performance

Wind Loading	Operational	45 mph 72 km/h
	Survival	125 mph 201 km/h
Temperature	Operational	-40° to 140° F -40° to 60° C
	Survival	-50° to 160° F -46° to 71° C
Atmospheric Conditions		Salt, Pollutants and Contaminants as Encountered in Coastal and Industrial Areas
Solar Radiation		360 BTU/h/ft ²
Shipping Specifications		Weight 100 lbs. 45 kg.